TEHAMA COUNTY BOARD OF SUPERVISORS

Robert Burroughs, District 1
Tom Walker, District 2, Chairman
Steve Zane, District 3
Matt Hansen, District 4
Greg Jones, District 5, Vice Chair

Gabriel Hydrick
Chief Administrator

Margaret Long
County Counsel

Sean Houghtby
Clerk of the Board
(530) 527-3287

Board Chambers
727 Oak Street, Red Bluff, CA 96080
(530) 527-4655
http://www.tehama.gov

AGENDA FOR TUESDAY, JULY 7, 2026

The Board of Supervisors welcomes you to their meetings which are regularly scheduled for each Tuesday. Your participation and interest are encouraged and appreciated. Members of the public may address the Board from the podium on items on the agenda when the matter is called. The Board reserves the right to limit the time devoted to any item on the agenda and to limit the time of any speaker.

The Board wishes to ensure that business is conducted in an orderly fashion and the public is asked to be courteous and polite when addressing the Board and to be respectful to others attending the Board meeting. The Board has adopted a Code of Conduct for the public attending these meetings. The Code of Conduct is posted in the Chambers and online at https://www.tehama.gov/wp-content/uploads/2025/09/PUBLIC-CODE-OF-CONDUCT.pdf. Any disorderly conduct which disrupts, disturbs, or otherwise impedes the orderly conduct of the Board meeting is prohibited.

Members of the public who are unable to attend in person may participate, listen and watch in the following ways:

1) To participate in the Board meeting, the public may listen and comment over the phone by calling: (530) 212-8376, conference code 933876. Press 5* to raise your hand to comment.

2) Members of the public who are unable to attend in person may watch and listen via the web at: https://tehamacounty.legistar.com/Calendar.aspx. To comment on an upcoming agenda item, call (530) 212-8376, conference code 933876. Press 5* to raise your hand to comment at the time the item is called.

The audio and live video streaming is being offered as a convenience. The Board meeting will continue even if there is a disruption. If there is a disruption, the public is encouraged to consider an alternate option listed above. If you have trouble connecting or accessing the meeting, contact the Board office for assistance at (530) 527-4655.

Please refer to the last page of the agenda for information on how to participate in the

meeting, as well as the various options being made available for members of the public to provide comment.

The County of Tehama does not discriminate on the basis of disability in admission to, access to, or operation of its buildings, facilities, programs, services, or activities. Questions, complaints, or requests for additional information regarding the Americans with Disabilities Act (ADA) may be forwarded to the County's ADA Coordinator: Tom Provine, County of Tehama, 727 Oak St., Red Bluff, CA 96080, Phone: (530) 527-4655. Individuals with disabilities who need auxiliary aids and/or services or other accommodations for effective communication in the County's programs and services are invited to make their needs and preferences known to the affected department or the ADA Coordinator. For aids or services needed for effective communication during Board of Supervisors meetings, please contact the ADA Coordinator two business days prior to the day of the meeting. This notice is available in accessible alternate formats from the affected department or the ADA Coordinator.

The Agenda is divided into two sections:

CONSENT AGENDA:

These items include routine financial and administrative actions and are usually approved by a single majority vote. Any Board member, staff member or interested person may request that an item be removed from the Consent Agenda for discussion on the Regular Agenda.

REGULAR AGENDA:

These items include significant financial and administrative actions of special interest that are usually approved individually by a majority vote. The Regular Agenda also includes noticed hearings and public hearings. The times on the agenda are approximate.

9:00 AM CALL TO ORDER / PLEDGE OF ALLEGIANCE

REMINDER - The July 14th meeting of the Board of Supervisors is cancelled pursuant to Board policy.

PLEASE TURN OFF OR MUTE YOUR CELL PHONE

PUBLIC COMMENT

This is a time set aside for members of the public to directly address the Board of Supervisors on any item of interest to the public that is within the subject matter jurisdiction of this board. No action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of section 54954.2 of the government code. This board has chosen to exercise its discretion and limit each speaker to three (3) minutes. Public Comment may be limited to the first 30 minutes of the meeting and if there are more speakers than this time limit will allow, the Chair may request that remaining speakers wait until the end of the meeting, at which point public comment may be reopened.

Members of the public will be allowed to address the Board of Supervisors regarding items appearing on the agenda at the time the item is called.

ANNOUNCEMENT OF AGENDA CORRECTIONS

PREVIOUS REPORTABLE ACTIONS FROM CLOSED SESSION

BOARD OF SUPERVISORS STANDING AND AD HOC COMMITTEE

Receive reports from the following standing and ad hoc committees, and discussion and possible direction to the committees regarding future meetings and activities within each committee's assigned scope:

Personnel Procedures & Guidelines Ad Hoc Committee (Burroughs, Walker)

City of Red Bluff/Tehama County Ad Hoc Committee (Walker, Burroughs)

REPORTS OF MEETINGS ATTENDED INCLUDING AB1234

ANNOUNCEMENTS BY COUNTY DEPARTMENTS

This is an opportunity for a County Department to provide information to the Board and the general public. These announcements are to be as brief and concise as possible and not used to seek direction from the Board.

CONSENT AGENDA

1. GENERAL WARRANT REGISTER - 6/14/26 - 6/20/26 **26-1186**

2. TREASURER/TAX COLLECTOR **26-1172**

a) AGREEMENT - Request approval and authorization for the Chair to sign the Agreement for software maintenance with Megabyte Systems, Inc., in an amount not to exceed $145,000, effective 7/1/26 and shall terminate 6/30/27

3. HEALTH SERVICES AGENCY / MENTAL HEALTH **26-1210**

a) AGREEMENT - Request approval and authorization for the Interim Executive Director to sign the Agreement with Cascades Management Company, LLC dba Ridgeview Residential Care Center for the purpose of providing adult residential care home services for the rates set forth in Exhibit C, with the maximum compensation not to exceed $300,000, effective 7/1/26 and shall terminate 6/30/28

4. HEALTH SERVICES AGENCY / MENTAL HEALTH **26-1212**

a) AGREEMENT - Request approval and authorization for the Interim Executive Director to sign Amendment No.1 to Misc. Agreement 2025-149 with Davis Guest Home, Inc. for the purpose of providing community mental health services to certain residents, thereby amending the rates set forth in Exhibit “B”, for a total compensation not to exceed $450,000, with a term of 7/1/25 through 6/30/27

5. PROBATION **26-1185**

a) AGREEMENT- Request approval and authorization for Chief Probation Officer to

sign the Group Home Agreement with Remi Vista, Inc. for the purpose of court-ordered placement of a juvenile in a residential facility in the total amount not to exceed $853.92, effective 4/13/26-5/1/26

6. PROBATION **26-1217**

a) AGREEMENT- Request approval and authorization for the Chair to sign the Agreement with Lassen County to provide board and care of Lassen County youth at the Tehama County Juvenile Detention for specified per-person daily rates effective 7/1/26 through 6/30/27

7. PROBATION **26-1218**

a) AGREEMENT - Request approval and authorization for the Chair and Chief Probation Officer to sign the Agreement with County of Plumas to provide board and care of Plumas County youths for specified per-person daily rates, with the maximum amount not to exceed $160,000, effective 7/1/26 and shall terminate 6/30/27

8. SHERIFF'S OFFICE **26-1202**

a) AGREEMENT - Request ratification and authorization for the Chair and Sheriff to sign Amendment No. 7 to Misc. Agree 2019-123 and as amended by Misc. Agree 2022 -130, 2022-201, 2023-105, 2024-274, 2025-202 and 2026-127 with Inmate Calling Solutions, LLC dba ICSolutions, thereby updating the calling rate cap as determined by the Federal Communications Commission

REGULAR AGENDA

9. CLERK & RECORDER / ELECTIONS DEPARTMENT - Clerk & Recorder / Registrar of Voters Sean Houghtby **26-1232**

a) Receive and file the Certified Statement of All Votes Cast at the Statewide Direct Primary Election on June 2, 2026, to declare the winners for each office and the results of each measure under the Board's jurisdiction as set out in the Statement of All Votes Cast

b) Declare the winners for each office:

1) Supervisor 3rd District - Steve Zane
2) Supervisor 4th District - Matthew Hansen
3) Assessor - Burley Phillips
4) Auditor/Controller - Krista Peterson
5) Clerk/Recorder - Sean Houghtby
6) Treasurer/Tax Collector - Parker Hunt
7) County Superintendent of Schools - Jared Caylor

c) Declare as elected those candidates filing for the Tehama County Board of Education

10. PROBATION- Chief Probation Officer Pam Gonzalez **26-1183**

a) AGREEMENT- Approval and authorization for the Chair and the Chief Probation Officer to sign the Agreement with San Luis Obispo Probation's Coastal Valley

Academy facility for the treatment of wards of the juvenile court for the maximum amount of $62,050, effective 7/1/26 and shall terminate 6/30/27

11. HEALTH SERVICES AGENCY - Interim Executive Director Michelle Schmidt **26-1207**

a) Adopt the finding that the County of Riverside Agreement #PSA-0001522 with CDW-Government for the renewal of 200 Microsoft 365 G5 GCC user licenses including Teams with audio/video conferencing, 200 Microsoft 365 G5 Security licenses, Power App Suite (including 24 Power Automate, 5 Power BI Premium, 20 Power Apps), 5 Microsoft Planner & Project licenses, 9 Microsoft Visio licenses, 25 SQL Server Standard licenses and Azure Monetary Commitment Provision for Microsoft Cloud usage is included as part of the package. The Riverside Agreement meets all Tehama County bidding criteria and allows the County to take advantage of the special low pricing without the time and expense involved with conducting the formal bid process

b) Find it to be in the best interest of the County to waive the formal bid process for the software renewal based on the above finding

c) Request authorization for the Purchasing Agent to issue a purchase order to CDW-Government for 200 Microsoft 365 G5 user licenses including Teams with audio/video conferencing, 200 Microsoft 365 G5 Security licenses, Power App Suite (including 24 Power Automate, 5 Power BI Premium, 20 Power Apps), 5 Microsoft Planner & Project licenses, 9 Microsoft Visio Licenses, 25 SQL Server Standard licenses and 12 Azure Monetary Commitment Provision for Microsoft Cloud usage in the amount of $186,065.49 for FY 7/1/26 to 6/30/27

d) Request authorization for the Purchasing Agent to issue a purchase order to CDW-Government for 200 Microsoft 365 G5 user licenses including Teams with audio/video conferencing, 200 Microsoft 365 G5 Security licenses, Power App Suite (including 24 Power Automate, 5 Power BI Premium, 20 Power Apps), 5 Microsoft Planner & Project licenses, 9 Microsoft Visio Licenses, 25 SQL Server Standard licenses and 12 Azure Monetary Commitment Provision for Microsoft Cloud usage in the amount of $186,065.49 for FY 7/1/27 to 6/30/28

e) Request authorization for the Purchasing Agent to issue a purchase order to CDW-Government for 200 Microsoft 365 G5 user licenses including Teams with audio/video conferencing, 200 Microsoft 365 G5 Security licenses, Power App Suite (including 24 Power Automate, 5 Power BI Premium, 20 Power Apps), 5 Microsoft Planner & Project licenses, 9 Microsoft Visio Licenses, 25 SQL Server Standard licenses and 12 Azure Monetary Commitment Provision for Microsoft Cloud usage in the amount of $186,065.49 for FY 7/1/28 to 6/30/29

f) AGREEMENT - Request approval & authorization for the Interim Executive Director to sign the Volume Licensing Program Signature Forms for the Microsoft Enterprise Software Assurance Agreement which includes the agreement to make annual installments for various Microsoft products at the locked price of $186,065.49 per fiscal year for FY 26-27, FY 27-28, and FY28-29

12. PERSONNEL / SOCIAL SERVICES / PUBLIC GUARDIAN-PUBLIC ADMINISTRATOR - Social Services Director Bekkie Emery **26-1146**

a) Request approval of a new classification specification of Supervising Deputy Public Guardian/Public Administrator within the Joint Council bargaining unit, effective 6/30/26

b) RESOLUTION - Request adoption of a Resolution amending the FY 25/26 Position Allocation List (PAL), (Reso #2025-074) by adding one (1.00 FTE) Supervising Deputy Public Guardian/Public Administrator allocation, deleting one (1.00 FTE) Chief Deputy Public Guardian/Public Administrator allocation and removing the Chief Deputy Public Guardian/Public Administrator classification from the Tehama County Management Employees Association (TCMEA) MOU, effective 6/30/26

c) Request approval of revisions to the Deputy Conservator/Public Guardian/Public Administrator and Public Guardian/Public Administrator Support Specialist classification specifications within the Joint Council bargaining unit, effective 6/30/26

13. PERSONNEL / SOCIAL SERVICES - Social Services Director Bekkie Emery **26-1168**

a) Request approval of the revised classification specification of Chief Deputy Director of Social Services, including a title change to Assistant Director of Social Services within the Tehama County Management Employees Association (TCMEA), retroactively effective 9/15/25

b) RESOLUTION - Request adoption of a resolution amending the FY 25/26 Position Allocation List (PAL), (Reso #2025-074) by deleting one (1.00 FTE) Chief Deputy Director of Social Services allocation and adding one (1.00 FTE) Assistant Director of Social Services allocation, retroactively effective 9/15/25

c) Request approval to reclassify one (1.00 FTE) Chief Deputy Director of Social Services incumbent to Assistant Director of Social Services, retroactively effective 9/15/25

14. PERSONNEL / LIBRARY / ADMINISTRATION - Chief Administrator Gabriel Hydrick **26-1131**

a) AGREEMENT- Request approval and authorization for the Chair to sign the Employment Agreement with Alicia Meyer, County Librarian, effective 7/17/26 through 7/16/29

1:30 P.M.

15. ENVIRONMENTAL HEALTH DEPARTMENT / CODE ENFORCEMENT - Code Enforcement Officers Clint Weston and Ron Robbins **26-1192**

a) Public Nuisance Administrative Penalty Lien Hearing Pursuant to Chapter 10.16 of the Tehama County Code and Government Code section 53069.4:

1) HEARING - Conduct Hearing to review the enforcing officer's report of the amount of administrative penalty and to determine whether, and in what amount,

the administrative penalty shall be enforced as a lien against the affected property listed below:

Owner: Thora Adcock
Site Address: 9233 Hwy 99E, Los Molinos
APN: 047-160-028 (District 5)
Case No: CE24-139

2) RESOLUTION - Request adoption of an Administrative Penalty Lien Resolution making a determination and ordering that the amount of administrative penalty relating to public nuisance be enforced as a lien against the affected property and further ordering recordation of a notice of administrative penalty lien against said property

16. ENVIRONMENTAL HEALTH DEPARTMENT / CODE ENFORCEMENT - Code Enforcement Officers Clint Weston and Ron Robbins 26-1193

a) Public Nuisance Administrative Penalty Lien Hearing Pursuant to Chapter 10.16 of the Tehama County Code and Government Code section 53069.4:

1) HEARING - Conduct Hearing to review the enforcing officer's report of the amount of administrative penalty and to determine whether, and in what amount, the administrative penalty shall be enforced as a lien against the affected property listed below:

Owner: Mario Martinez
Site Address: 23175 Third St., Gerber
APN: 037-181-009 (District 2)
Case No: CE24-126

2) RESOLUTION - Request adoption of an Administrative Penalty Lien Resolution making a determination and ordering that the amount of administrative penalty relating to public nuisance be enforced as a lien against the affected property and further ordering recordation of a notice of administrative penalty lien against said property

17. ENVIRONMENTAL HEALTH DEPARTMENT / CODE ENFORCEMENT - Code Enforcement Officers Clint Weston and Ron Robbins 26-1201

a) Public Nuisance Administrative Penalty Lien Hearing Pursuant to Chapter 10.16 of the Tehama County Code and Government Code section 53069.4:

1) HEARING - Conduct Hearing to review the enforcing officer's report of the amount of administrative penalty and to determine whether, and in what amount, the administrative penalty shall be enforced as a lien against the affected property listed below:

Owner: Hanover Properties LLC
Site Address: 7025 Ox Yoke Bend, RTR
APN: 062-420-007 (District 4)

Case No: CE25-147

2) RESOLUTION - Request adoption of an Administrative Penalty Lien Resolution making a determination and ordering that the amount of administrative penalty relating to public nuisance be enforced as a lien against the affected property and further ordering recordation of a notice of administrative penalty lien against said property

18. ENVIRONMENTAL HEALTH DEPARTMENT / CODE ENFORCEMENT - Code Enforcement Officers Clint Weston and Ron Robbins 26-1206

a) Public Nuisance Administrative Penalty Lien Hearing Pursuant to Chapter 10.16 of the Tehama County Code and Government Code section 53069.4:

1) HEARING - Conduct Hearing to review the enforcing officer's report of the amount of administrative penalty and to determine whether, and in what amount, the administrative penalty shall be enforced as a lien against the affected property listed below:

Owner: Leslie L McDowell
Site Address: 7900 Hwy 99W, Gerber
APN: 064-280-011 (District 4)
Case No: CE25-41

2) RESOLUTION - Request adoption of an Administrative Penalty Lien Resolution making a determination and ordering that the amount of administrative penalty relating to public nuisance be enforced as a lien against the affected property and further ordering recordation of a notice of administrative penalty lien against said property

19. ENVIRONMENTAL HEALTH DEPARTMENT / CODE ENFORCEMENT - Code Enforcement Officers Clint Weston and Ron Robbins 26-1208

a) Public Nuisance Administrative Penalty Lien Hearing Pursuant to Chapter 10.16 of the Tehama County Code and Government Code section 53069.4:

1) HEARING - Conduct Hearing to review the enforcing officer's report of the amount of administrative penalty and to determine whether, and in what amount, the administrative penalty shall be enforced as a lien against the affected property listed below:

Owner: Bobby G Hughes
Site Address: 33584 Ponderosa Way, Paynes Creek
APN: 013-231-021 (District 3)
Case No: CE25-150

2) RESOLUTION - Request adoption of an Administrative Penalty Lien Resolution making a determination and ordering that the amount of administrative penalty relating to public nuisance be enforced as a lien against the affected property and further ordering recordation of a notice of

administrative penalty lien against said property

20. ENVIRONMENTAL HEALTH DEPARTMENT / CODE ENFORCEMENT - Code Enforcement Officers Clint Weston and Ron Robbins **26-1211**

a) Public Nuisance Administrative Penalty Lien Hearing Pursuant to Chapter 10.16 of the Tehama County Code and Government Code section 53069.4:

1) HEARING - Conduct Hearing to review the enforcing officer's report of the amount of administrative penalty and to determine whether, and in what amount, the administrative penalty shall be enforced as a lien against the affected property listed below:

Owner: Erick Leobardo Garcia
Site Address: Cannon Rd., Red Bluff
APN: 021-040-018 (District 1)
Case No: CE25-112

2) RESOLUTION - Request adoption of an Administrative Penalty Lien Resolution making a determination and ordering that the amount of administrative penalty relating to public nuisance be enforced as a lien against the affected property and further ordering recordation of a notice of administrative penalty lien against said property

21. ENVIRONMENTAL HEALTH DEPARTMENT / CODE ENFORCEMENT - Code Enforcement Officers Clint Weston and Ron Robbins **26-1213**

a) Public Nuisance Administrative Penalty Lien Hearing Pursuant to Chapter 10.16 of the Tehama County Code and Government Code section 53069.4:

1) HEARING - Conduct Hearing to review the enforcing officer's report of the amount of administrative penalty and to determine whether, and in what amount, the administrative penalty shall be enforced as a lien against the affected property listed below:

Owner: Salvador Quevedo Hernandez
Site Address: 7474 Starling Dr., Corning
APN: 062-090-035 (District 4)
Case No: CE26-1

2) RESOLUTION - Request adoption of an Administrative Penalty Lien Resolution making a determination and ordering that the amount of administrative penalty relating to public nuisance be enforced as a lien against the affected property and further ordering recordation of a notice of administrative penalty lien against said property

22. ENVIRONMENTAL HEALTH DEPARTMENT / CODE ENFORCEMENT - Code Enforcement Officers Clint Weston and Ron Robbins **26-1214**

a) Public Nuisance Abatement Costs Hearing Pursuant to Chapter 10.16 of the Tehama County Code and Government Code section 53069.4:

1) HEARING - Conduct Hearing to review the enforcing officer's report of the amount of abatement costs and to determine whether, and in what amount, the administrative penalty shall be enforced as a lien against the affected property listed below:

Owner: David Christopher Griffin Life Estate
David Christopher Griffin, David Samuel Griffin,
Anna Marie Griffin, Heather Lynn Griffin
Jared Marcus Christopher Griffin
Site Address: 15035 Frontier Dr., Red Bluff
APN: 007-480-011(District 1)
Case No: CE-25-24

2) RESOLUTION - Request adoption of an Abatement Lien Resolution, making a determination and ordering that the amount of abatement costs relating to public nuisance be enforced as a lien against the affected property, and further ordering recordation of a notice of abatement lien against said property

23. ENVIRONMENTAL HEALTH DEPARTMENT / CODE ENFORCEMENT - Code Enforcement Officers Clint Weston and Ron Robbins 26-1215

a) Public Nuisance Abatement Costs Hearing Pursuant to Chapter 10.16 of the Tehama County Code and Government Code section 53069.4:

1) HEARING - Conduct Hearing to review the enforcing officer's report of the amount of abatement costs and to determine whether, and in what amount, the administrative penalty shall be enforced as a lien against the affected property listed below:

Owner: Georgina Cardenas
Site Address: 8471 Hwy 99W, Gerber
APN: 063-140-009 (District 4)
Case No: CE-25-136

2) RESOLUTION - Request adoption of an Abatement Lien Resolution, making a determination and ordering that the amount of abatement costs relating to public nuisance be enforced as a lien against the affected property, and further ordering recordation of a notice of abatement lien against said property

FUTURE AGENDA ITEMS

Future Agenda Items is an opportunity for a Board member to present a topic to the full Board and County Departments and allow the Board to express majority that staff should be directed to address the issue and bring it back to the full Board as an agendized matter. This is not a time for the Board to address the merits or express their opinions on the issue but solely to decide if staff should expend resources in researching and preparing documents for consideration at a public board meeting. More complex issues may result in a future study session.

CLOSED SESSION

Members of the public may address the Closed Session matters at the time the closed session is announced.

24. CLOSED SESSION **26-1111**

a) PERSONNEL / PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)

Title: Part 1 of the Agricultural Commissioner Annual Performance Evaluation Process

25. CLOSED SESSION **26-1113**

a) PERSONNEL / PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)

Title: Part 1 of the Social Services Director Annual Performance Evaluation Process

26. CLOSED SESSION **26-1205**

a) EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. The case name is National Prescription Opiate Litigation, U.S. District Court, Northern District of Ohio, Case No. 1:17-md-02804-DAP

27. CLOSED SESSION **26-1222**

a) EMPLOYEE NEGOTIATIONS - CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6)

Agency Negotiators: Che Johnson & Coral Ferrin
Employee Organization: Peace Officers Association

28. CLOSED SESSION **26-1223**

a) EMPLOYEE NEGOTIATIONS - CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6)

Agency Negotiators: Che Johnson & Coral Ferrin
Employee Organization: Deputy Sheriff's Association

29. CLOSED SESSION **26-1224**

a) EMPLOYEE NEGOTIATIONS - CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6)

Agency Negotiators: Che Johnson & Coral Ferrin
Employee Organization: Management Employees Association

30. CLOSED SESSION **26-1225**

a) EMPLOYEE NEGOTIATIONS - CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6)

Agency Negotiators: Che Johnson & Coral Ferrin
Employee Organization: Joint Council of IUOE, Local 39

31. CLOSED SESSION **26-1228**

a) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Government Code section 54956.9). Name of the case is Morgan Trevino as Guardian Ad Litem for G.T. County of Tehama, Tehama County Superior Case No. 26CI-000026

32. CLOSED SESSION **26-1245**

a) CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
(Board will be sitting jointly as the Tehama County Flood Control and Water Conservation District Board of Directors and the Tehama County Board of Supervisors)
(Paragraph (1) of subdivision (d) of Section 54956.9) Name of case: (Garst v. Tehama County Flood Control and Water Conservation District, 23CI-000079)

REPORTABLE ACTIONS FROM CLOSED SESSION

ADJOURN

Any written materials related to an open session item on this agenda that are submitted to the Board of Supervisors, and that are not exempt from disclosure under the Public Records Act, will be made available for public inspection at the Tehama County Clerk of the Board of Supervisors Office, 633 Washington St., Rm. 12 (P.O. Box 250), Red Bluff, California, 96080, (530) 527-3287 during normal business hours.

The deadline for items to be placed on the Board's agenda is 5 p.m. on the Wednesday Thirteen days prior to the meeting on Tuesday, unless a holiday intervenes. Items not listed on the Agenda can only be considered by the Board if they qualify under Government Code Section 54954.2(b) (typically this applies to items meeting criteria as an off-agenda emergency).

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS PURSUANT TO GOVERNMENT CODE SECTION 84308:

Members of the Board of Supervisors are disqualified and not able to participate in any agenda item involving contracts (other than competitively bid, labor, or personal employment contracts), franchises, discretionary land use permits and other entitlements if the Board member received more than $250 in campaign contributions from the applicant or contractor, an agent of the applicant or contractor, or any financially interested participant who actively supports or opposes the County's decision on the agenda item since January 1, 2023. Members of the Board of Supervisors who have received, and applicants, contractors or their agents who have made, campaign contributions totaling more than $250 to a Board member since January 1, 2023, are required to disclose that fact for the official record of the subject proceeding. Disclosures must include the amount of the campaign contribution and identify the recipient Board member and may be made either in writing to the Clerk of the Board of

Supervisors prior to the subject hearing or by verbal disclosure at the time of the hearing.

WAYS TO PARTICIPATE, WATCH AND LISTEN DURING THE MEETING:

1) Attend in person in Board Chambers, Tehama County Administration Building, 727 Oak St., Red Bluff, CA 96080.

2) Listen and comment over the phone by calling: (530) 212-8376, conference code 933876. Press 5* to raise your hand to comment.

3) Watch live video and listen at: https://tehamacounty.legistar.com/Calendar.aspx. To comment on an upcoming agenda item, call (530) 212-8376, conference code 933876. Press 5* to raise your hand to comment at the time the item is called.

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PROVIDE PUBLIC COMMENT BEFORE THE MEETING BY:

1) Writing a letter to the Board of Supervisors at PO Box 250, Red Bluff, CA 96080.

2) Emailing: tcbos@tehama.gov. Written or emailed public comments received by 4:00 p.m. the day prior to the meeting will be provided to the Board members electronically or in written format and will become part of the public record.

PROVIDE PUBLIC COMMENT DURING THE MEETING BY:

1) In-Person: Board Chambers, Tehama County Administration Building, 727 Oak St., Red Bluff, CA 96080: Members of the public can provide comment in-person inside the Board of Supervisors' Chambers.

2) Over the Phone: Members of the public can call (530) 212-8376, conference code 933876. Press 5* to raise your hand to comment. The public will be placed in a call-in queue until they are permitted into the meeting for comment.

COMMUNICATIONS received by the Board of Supervisors are on file and available for review in the Office of the Clerk of the Board.

MINUTES, AGENDAS, AGENDA MATERIAL, and ARCHIVED MATERIAL is available on our website at https://tehamacounty.legistar.com/Calendar.aspx

Tehama County

Agenda Request Form

File #: 26-1186 **Agenda Date:** 7/7/2026 **Agenda #:** 1.

GENERAL WARRANT REGISTER - 6/14/26 - 6/20/26

Requested Action(s)

Financial Impact:
As Listed.

Background Information:
Click here to enter Background Info.

Tehama County

TEBK400 - Check Register

Issue Dates between Jun 14, 2026 and Jun 20, 2026

Report Generated on: **Jun 22, 2026 4:17:27 PM**

Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Extended Amount
00000924	06/15/2026	108325	STAPLES ADVANTAGE	101	GENERAL FUND	2061-53140	AGRICULTURE COMM	LA1054406-Janitorial Supplies	$99.07
00000925	06/16/2026	105814	MIKE'S HEATING AND AIR INC	101	GENERAL FUND	1074-53180	FACILITIES MAINT	6677	$895.64
00000926	06/16/2026	108325	STAPLES ADVANTAGE	101	GENERAL FUND	2077-53220	PLANNING DEPARTM	Acct# 1009256/ LA1054406	$248.20
00000928	06/17/2026	108325	STAPLES ADVANTAGE	106	PUBLIC SAFETY	2035-53220	DAY REPORTING CE	LA 1054406 INV.6064328626A	$17.61
00000928	06/17/2026	108325	STAPLES ADVANTAGE	106	PUBLIC SAFETY	2037-53140	PROBATION	LA 1054406 INV. 6064328619	$33.20
00000928	06/17/2026	108325	STAPLES ADVANTAGE	106	PUBLIC SAFETY	2037-53220	PROBATION	LA 1054406 INV. 6064328626B	$17.61
00000928	06/17/2026	108325	STAPLES ADVANTAGE	106	PUBLIC SAFETY	2037-53220	PROBATION	LA 1054406 INV. 6064328627	$682.61
00000928	06/17/2026	108325	STAPLES ADVANTAGE	106	PUBLIC SAFETY	2037-53220	PROBATION	LA 1054406 INV.6064328625	$406.24
00000928	06/17/2026	108325	STAPLES ADVANTAGE	106	PUBLIC SAFETY	2037-53220	PROBATION	LA 1054406 INV.6064328628	$28.77
00000929	06/17/2026	101653	SUBURBAN PROPANE	101	GENERAL FUND	7013-53300	CAMP TEHAMA	1636-136293	$46.25
00000930	06/18/2026	108325	STAPLES ADVANTAGE	108	SOCIAL SERVICES	5013-53220	SOCIAL SERVICES	1009279	$407.35
00008338	06/18/2026	103422	KRISTIN LAMKIN	603	TC FLOOD CTRL/WA	60310-53210	TC FLOOD CTRL/WA	MTG STIPEND 6/10/26	$25.00
70891127	06/15/2026	134077	CALIFORNIA FORENSIC PSYCHOLOGY	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	$2,500.00
70891128	06/15/2026	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	1023-53220	ASSESSOR	TC08	$39.43

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70891128	06/15/2026	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	2061-53220	AGRICULTURE COMM	TC05 May service	$39.48
70891128	06/15/2026	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	2078-53220	DIV OF ANIMAL SE	TC07-01 May Service	$49.84
70891128	06/15/2026	142466	CARREL'S OFFICE MACHINES	106	PUBLIC SAFETY	2036-53170	JUVENILE HALL	TC34	$28.00
70891128	06/15/2026	142466	CARREL'S OFFICE MACHINES	106	PUBLIC SAFETY	2037-53170	PROBATION	TC42	$77.65
70891129	06/15/2026	V000559	DAWN JEAN MARIE ALVES	101	GENERAL FUND	2016-53160	GRAND JURY	JURY & WITNESS EXPENSE	$17.10
70891130	06/15/2026	103045	DEPT OF JUSTICE	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	141852	$128.00
70891130	06/15/2026	103045	DEPT OF JUSTICE	106	PUBLIC SAFETY	2037-53230	PROBATION	141852	$32.00
70891131	06/15/2026	V000560	DIANE CASEY	101	GENERAL FUND	2016-53160	GRAND JURY	JURY & WITNESS EXPENSE	$105.68
70891132	06/15/2026	V000561	DOMENIC CATONA	101	GENERAL FUND	2016-53160	GRAND JURY	JURY & WITNESS EXPENSE	$103.16
70891133	06/15/2026	V000833	DOUGLAS L HAMMOND	101	GENERAL FUND	2016-53160	GRAND JURY	JURY & WITNESS EXPENSE	$157.00
70891134	06/15/2026	119411	ECO-SHELL LP	101	GENERAL FUND	2078-53280	DIV OF ANIMAL SE	Pellet litter	$294.47
70891135	06/15/2026	V000562	ERIC FREY	101	GENERAL FUND	2016-53160	GRAND JURY	JURY & WITNESS EXPENSE	$106.24
70891136	06/15/2026	113434	FEDEX	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	4184-5664-7	$211.52
70891138	06/15/2026	V000563	GAYLE E CARTER	101	GENERAL FUND	2016-53160	GRAND JURY	JURY & WITNESS EXPENSE	$156.58
70891139	06/15/2026	113113	GREEN WASTE OF TEHAMA	101	GENERAL FUND	2078-53280	DIV OF ANIMAL SE	4019-10089 - Animal by weight	$286.30

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70891140	06/15/2026	115028	HILL'S PET NUTRITION SALES INC	101	GENERAL FUND	2078-53280	DIV OF ANIMAL SE	714651- Cat Food	$62.46
70891141	06/15/2026	T0043653	IDEXX	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	185772-Parvo test, SNAP	$492.50
70891142	06/15/2026	V000564	JAMES DANIELSEN	101	GENERAL FUND	2016-53160	GRAND JURY	JURY & WITNESS EXPENSE	$102.28
70891143	06/15/2026	V000565	JENNIFER L LENWELL	101	GENERAL FUND	2016-53160	GRAND JURY	JURY & WITNESS EXPENSE	$19.76
70891144	06/15/2026	V000615	JOAN L ALLEN	101	GENERAL FUND	2016-53160	GRAND JURY	JURY & WITNESS EXPENSE	$82.84
70891145	06/15/2026	V000566	JOHN BOHRER	101	GENERAL FUND	2016-53160	GRAND JURY	JURY & WITNESS EXPENSE	$87.74
70891146	06/15/2026	V000568	JOHN GENTRY	101	GENERAL FUND	2016-53160	GRAND JURY	JURY & WITNESS EXPENSE	$163.80
70891147	06/15/2026	V000567	JOHN L BREWER	101	GENERAL FUND	2016-53160	GRAND JURY	JURY & WITNESS EXPENSE	$117.26
70891149	06/15/2026	V000616	MIGUEL BARRIGA	101	GENERAL FUND	2016-53160	GRAND JURY	JURY & WITNESS EXPENSE	$209.00
70891150	06/15/2026	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-532807	DIV OF ANIMAL SE	31784- Pill Vial 13 DR	$59.30
70891150	06/15/2026	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-532807	DIV OF ANIMAL SE	31784- Panacur,Betacilin	$394.21
70891150	06/15/2026	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-532807	DIV OF ANIMAL SE	31784-petlac puppy milk	$91.07
70891151	06/15/2026	116981	NORCAL PRESORT	101	GENERAL FUND	1026-53220	TAX COLLECTOR	#1026	$245.68
70891152	06/15/2026	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	2061-53300	AGRICULTURE COMM	9817019282-1 May service	$76.38

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70891153	06/15/2026	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	717115	$178.87
70891155	06/15/2026	V000572	RYLIE VISE	101	GENERAL FUND	2016-53160	GRAND JURY	JURY & WITNESS EXPENSE	$38.38
70891157	06/15/2026	V000573	STEPHANIE L MAYFIELD	101	GENERAL FUND	2016-53160	GRAND JURY	JURY & WITNESS EXPENSE	$211.50
70891158	06/15/2026	V000617	STEPHEN A LAYMON	101	GENERAL FUND	2016-53160	GRAND JURY	JURY & WITNESS EXPENSE	$40.78
70891159	06/15/2026	V000636	STEPHEN FORREST	101	GENERAL FUND	2016-53160	GRAND JURY	JURY & WITNESS EXPENSE	$42.44
70891160	06/15/2026	107566	SYSCO	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	346486	($6.85)
70891160	06/15/2026	107566	SYSCO	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	346486	$30.73
70891162	06/15/2026	V000574	VICTORIA ELLEN BRUTON	101	GENERAL FUND	2016-53160	GRAND JURY	JURY & WITNESS EXPENSE	$216.08
70891163	06/15/2026	V000256	WEST COAST PAPER CO INC	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	1895	$363.00
70891164	06/15/2026	135900	ALAN SERRANO	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	2026 BOOT REIMBURSMENT	$245.12
70891167	06/15/2026	103013	FRED BOTTS	102	ROAD FUND	3011-53230	ROAD DEPARTMENT	DOT PHYSICAL	$100.00
70891168	06/15/2026	133617	HEATHER BUSLETT	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	$109.39
70891170	06/15/2026	132392	IOPREDICT INC	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	$25,000.00
70891175	06/15/2026	130991	MARIO TEJEDA-RODRIGUEZ	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	2026 BOOT REIMBURSMENT	$146.70
70891176	06/15/2026	112431	MATT RODRIGUEZ	102	ROAD FUND	3011-53230	ROAD DEPARTMENT	DOT PHYSICAL	$100.00

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70891178	06/15/2026	101379	RED BLUFF UNION HIGH SCHOOL	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	$742.50
70891179	06/16/2026	102598	AL BLOMQUIST	105	FIRE FUND	2042-53210	FIRE SCH C VOL	INCENTIVE PAY MAY 2026	$100.00
70891180	06/16/2026	100065	ALSCO INC	101	GENERAL FUND	7021-53606	PARKS & RECREATI	20-8320	$43.65
70891181	06/16/2026	100088	AMERIGAS PROPANE LP	105	FIRE FUND	2042-53250	FIRE SCH C VOL	200869106	$159.28
70891182	06/16/2026	112295	APEX TECHNOLOGY MANAGEMENT INC	101	GENERAL FUND	2061-53170	AGRICULTURE COMM	Server Gold Plan June 2026	$333.14
70891182	06/16/2026	112295	APEX TECHNOLOGY MANAGEMENT INC	101	GENERAL FUND	2061-53170	AGRICULTURE COMM	Workstation Bronze Plan June	$612.05
70891183	06/16/2026	113573	AT&T U-VERSE	101	GENERAL FUND	1073-53120	GENERAL SERVICES	332446742	$181.90
70891184	06/16/2026	107169	BAY ALARM	101	GENERAL FUND	1074-53230	FACILITIES MAINT	808766	$185.85
70891185	06/16/2026	122460	BIG VALLEY SANITATION INC	101	GENERAL FUND	1052-53280	ELECTIONS	Service at Bend Elm. School	$158.00
70891186	06/16/2026	V000640	CALIBER OFFICE FURNITURE	103	CAPITAL OUTLAY	1081-57586	PLANT ACQUISITIO	FF&E Office Furniture	$772.50
70891187	06/16/2026	V000517	CARSON MCALLISTER	105	FIRE FUND	2042-53210	FIRE SCH C VOL	SAFE RX	$359.76
70891188	06/16/2026	111127	CHARTER COMMUNICATIONS	101	GENERAL FUND	1073-53120	GENERAL SERVICES	176976501	$450.00
70891188	06/16/2026	111127	CHARTER COMMUNICATIONS	101	GENERAL FUND	1074-53120	FACILITIES MAINT	176976701	$114.39
70891189	06/16/2026	111127	CHARTER COMMUNICATIONS	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	176980601	$469.96
70891190	06/16/2026	111127	CHARTER COMMUNICATIONS	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	218806201	$1,127.00
70891191	06/16/2026	123471	CHRISTOPHER D WIKEEN	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MENDENHALL INCIDENT	$134.91

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70891192	06/16/2026	102616	CLIFF ROWEN	105	FIRE FUND	2042-53210	FIRE SCH C VOL	RED INCIDENT	$326.03
70891193	06/16/2026	102651	CODY LESTER	105	FIRE FUND	2042-53210	FIRE SCH C VOL	RED INCIDENT	$224.85
70891194	06/16/2026	102597	DAN FOSTER	105	FIRE FUND	2042-53210	FIRE SCH C VOL	INCENTIVE PAY MAY 2026	$100.00
70891195	06/16/2026	V000091	DATA SPOTLITE INC	101	GENERAL FUND	1073-53170	GENERAL SERVICES	CNT13G-00001	$4,188.00
70891196	06/16/2026	136051	ELIOR INC	116	MEALS ON WHEELS	5063-53130	MEALS ON WHEELS	MOW frozen meals	$4,200.00
70891197	06/16/2026	124227	FRONTIER CONSULTING ENGINEERS	103	CAPITAL OUTLAY	1081-57586	PLANT ACQUISITIO	Jail ReEntry Project	$500.00
70891198	06/16/2026	113113	GREEN WASTE OF TEHAMA	105	FIRE FUND	2042-53140	FIRE SCH C VOL	4019-10194	$50.62
70891199	06/16/2026	102493	HUE & CRY SECURITY	101	GENERAL FUND	1074-53230	FACILITIES MAINT	912771	$40.00
70891200	06/16/2026	134656	HUMBOLDT MOVING & STORAGE CO I	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	TEHAMACHIL	$50.40
70891201	06/16/2026	100842	JOB TRAINING CENTER INC	108	SOCIAL SERVICES	5013-53230	SOCIAL SERVICES	PROFESSIONAL/ SPECIAL SERV	$80,848.44
70891202	06/16/2026	102595	JOHN FREHSE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	INCENTIVE PAY	$100.00
70891203	06/16/2026	102604	JOHN SOUTHWORTH	105	FIRE FUND	2042-53210	FIRE SCH C VOL	SAFE RX	$359.76
70891204	06/16/2026	110951	LIEBERT CASSIDY WHITMORE	101	GENERAL FUND	1041-53230	PERSONNEL	PROFESSIONAL/ SPECIAL SERV	$3,657.50
70891205	06/16/2026	103809	LOS MOLINOS COMMUNITY SERVICES	105	FIRE FUND	2042-53300	FIRE SCH C VOL	UTILITIES	$164.75
70891206	06/16/2026	123059	MAST ROOFING, INC	105	FIRE FUND	2042-53180	FIRE SCH C VOL	LOS MOLINOS RE ROOF	$67,000.00
70891207	06/16/2026	V000867	MATRIX CONSULTING GROUP LTD	101	GENERAL FUND	1105-53230	PROFESSIONAL COU	Countywide Fee Study	$7,100.00
70891208	06/16/2026	123038	MENDES SUPPLY COMPANY	101	GENERAL FUND	1074-53140	FACILITIES MAINT	0007366	$85.57

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70891209	06/16/2026	118348	MORGAN TELECOM INC	101	GENERAL FUND	2078-53120	DIV OF ANIMAL SE	Hosted Phone Svc June	$113.04
70891210	06/16/2026	101170	NORTH MAIN EQUIPMENT	101	GENERAL FUND	1074-53170	FACILITIES MAINT	50839	$80.63
70891211	06/16/2026	101183	NORTH VALLEY DISTRIBUTING	101	GENERAL FUND	7021-53606	PARKS & RECREATI	B-304358-08	$79.37
70891212	06/16/2026	133510	PACE SUPPLY CORP	101	GENERAL FUND	7021-53606	PARKS & RECREATI	81436-00	$96.41
70891213	06/16/2026	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	1073-5330014	GENERAL SERVICES	9679240410-3	$454.32
70891213	06/16/2026	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	1073-53301	GENERAL SERVICES	COURTHOUSE ANNEX	$13,135.50
70891213	06/16/2026	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	1073-53302	GENERAL SERVICES	4908030240-6	$13,135.50
70891213	06/16/2026	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	1076-53300	PROPERTY PLANNIN	1141711599-2	$30.13
70891213	06/16/2026	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	1076-53300	PROPERTY PLANNIN	2319970735-9	$181.65
70891213	06/16/2026	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	1076-53300	PROPERTY PLANNIN	3517799713-3	$760.02
70891213	06/16/2026	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7021-53300	PARKS & RECREATI	4038481827-0	$30.16
70891213	06/16/2026	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	1149860088-8	$226.59
70891213	06/16/2026	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	3356470731-4	$59.50
70891213	06/16/2026	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	4888641880-4	$23.53
70891213	06/16/2026	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	7638641704-2	$38.41
70891214	06/16/2026	123541	PACIFIC SKY CREATIVE INC	101	GENERAL FUND	1014-53170	COUNTY ADMINISTR	9216	$260.00
70891215	06/16/2026	T0019780	PASKENTA COMMUNITY SERVICES DI	101	GENERAL FUND	7021-53300	PARKS & RECREATI	48962183	$294.70
70891216	06/16/2026	130285	PLEXUS GLOBAL LLC	102	ROAD FUND	3011-53230	ROAD DEPARTMENT	RANDOM DOT TESTING	$240.00
70891216	06/16/2026	130285	PLEXUS GLOBAL LLC	105	FIRE FUND	2042-53230	FIRE SCH C VOL	RANDOM DOT TESTING	$48.00

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70891217	06/16/2026	107725	PRO DOCUMENT SOLUTIONS INC	101	GENERAL FUND	1052-53220	ELECTIONS	Cust #71825	$539.62
70891218	06/16/2026	122931	ROSS J PALUBESKI	105	FIRE FUND	2042-53210	FIRE SCH C VOL	RED INCIDENT	$517.16
70891219	06/16/2026	133774	SERVICEWALA STORES LLC	101	GENERAL FUND	1074-53170	FACILITIES MAINT	5317-206336	$24.99
70891220	06/16/2026	101187	NORTH VALLEY SERVICES	101	GENERAL FUND	7021-53606	PARKS & RECREATI	530199	$300.00
70891221	06/16/2026	102200	TERESA L K-HILL	101	GENERAL FUND	2078-53230	DIV OF ANIMAL SE	SNIP Van 5/2, 5/19, 6/8	$2,375.00
70891222	06/16/2026	134948	UBEO MIDCO LLC	101	GENERAL FUND	1014-53170	COUNTY ADMINISTR	5273365	$198.42
70891222	06/16/2026	134948	UBEO MIDCO LLC	101	GENERAL FUND	1025-53170	PURCHASING	5273365	$38.16
70891222	06/16/2026	134948	UBEO MIDCO LLC	101	GENERAL FUND	1041-53170	PERSONNEL	5273365	$45.79
70891222	06/16/2026	134948	UBEO MIDCO LLC	107	RISK MANAGEMENT	1101-53170	RISK MANAGEMENT	5273365	$99.21
70891222	06/16/2026	134948	UBEO MIDCO LLC	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	5284071	$2,442.32
70891223	06/16/2026	111705	US POSTAL SERVICES	101	GENERAL FUND	1021-53220	AUDITOR CONTROLL	ENVELOPES	$4,748.65
70891224	06/16/2026	107651	VALLEY WEST ACE HARDWARE	105	FIRE FUND	2042-53270	FIRE SCH C VOL	BOLT CUTTER	$96.51
70891225	06/16/2026	120407	VERIZON BUSINESS	101	GENERAL FUND	1074-53120	FACILITIES MAINT	372493042-00002	$137.31
70891225	06/16/2026	120407	VERIZON BUSINESS	101	GENERAL FUND	1074-53120	FACILITIES MAINT	542822793	$38.01
70891225	06/16/2026	120407	VERIZON BUSINESS	101	GENERAL FUND	5060-53120	VETERANS SERVICE	542172714-002	$180.02
70891226	06/16/2026	102610	WASTE MANAGEMENT CORPORATE SER	105	FIRE FUND	2042-53140	FIRE SCH C VOL	4 02056 55000	$101.24
70891227	06/16/2026	112949	ADAMS ASHBY GROUP INC	103	CAPITAL OUTLAY	1081-57515	PLANT ACQUISITIO	CPF, B-23*CP-CA-0255 Apr - Feb	$7,500.00
70891228	06/16/2026	112949	ADAMS ASHBY GROUP INC	103	CAPITAL OUTLAY	1081-57515	PLANT ACQUISITIO	CPF, B-23-CP-CA-0149 Feb-April	$13,500.00

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70891234	06/16/2026	V001109	CAMREN VALENTINE	108	SOCIAL SERVICES	5022-471100	PUBLIC ASSISTANC	Social Security Rep Payee Fund	$1,227.00
70891237	06/16/2026	115208	DEPARTMENT OF FOOD & AGRICULTU	101	GENERAL FUND	2061-461060	AGRICULTURE COMM	DMS Fee Remittance 25/26 Q3	$3,376.74
70891245	06/16/2026	V001111	KAYDENCE HARDIN	108	SOCIAL SERVICES	5022-471100	PUBLIC ASSISTANC	Social Security Rep Payee Fund	$10,138.00
70891246	06/16/2026	135896	KELLY FROST	106	PUBLIC SAFETY	2013-53290	DISTRICT ATTORNE	FASTRAK	$8.50
70891248	06/16/2026	133736	LAURIANNE GRIFFIN, TRUSTEE	105	FIRE FUND	105-1010246	N/A (FUND)	IMPREST CASH ACCOUNT FIRE MARS	$200.00
70891250	06/16/2026	V001110	MASON VALENTINE	108	SOCIAL SERVICES	5022-471100	PUBLIC ASSISTANC	Social Security Rep Payee Fund	$1,227.00
70891255	06/16/2026	108794	POSTMASTER	101	GENERAL FUND	1052-53220	ELECTIONS	Postage Account PI 217	$1,500.00
70891256	06/16/2026	108794	POSTMASTER	101	GENERAL FUND	1052-53220	ELECTIONS	Permit PI #217 Annual Fee	$370.00
70891257	06/16/2026	113383	RESERVE ACCOUNT	113	CHILD SUPPORT	5015-53220	CHILD SUPPORT SE	PO 51826	$10,000.00
70891259	06/16/2026	128229	SHI INTERNATIONAL CORP	108	SOCIAL SERVICES	108-105580	N/A (FUND)	PREPAID EXPENSE	$43,238.31
70891259	06/16/2026	128229	SHI INTERNATIONAL CORP	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	MAINTENANCE OF EQUIPMENT	$4,586.05
70891260	06/16/2026	128229	SHI INTERNATIONAL CORP	108	SOCIAL SERVICES	108-105580	N/A (FUND)	PREPAID EXPENSE	$64,384.78
70891260	06/16/2026	128229	SHI INTERNATIONAL CORP	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	MAINTENANCE OF EQUIPMENT	$6,828.50
70891263	06/16/2026	123680	THOMAS MOSS	101	GENERAL FUND	2061-53290	AGRICULTURE COMM	MILEAGE	$118.30
70891265	06/17/2026	119080	ABC LEGAL SERVICES INC	113	CHILD SUPPORT	5015-53280	CHILD SUPPORT SE	108957	$100.00

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70891266	06/17/2026	V000958	ACCESS/RECORD XPRESS OF CALIFO	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	CHDE0267	$934.34
70891267	06/17/2026	107355	AIRGAS USA LLC	105	FIRE FUND	2042-53250	FIRE SCH C VOL	2143997	$530.66
70891269	06/17/2026	103718	ALLSTAR FIRE EQUIPMENT INC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	MAINTENANCE OF EQUIPMENT	$4,575.00
70891270	06/17/2026	133275	ALSCO-GEYER IRRIGATION INC	106	PUBLIC SAFETY	2035-53180	DAY REPORTING CE	301212 #27 SML	$25.78
70891271	06/17/2026	103939	AT&T	101	GENERAL FUND	1021-53120	AUDITOR CONTROLL	ACC# 9391032919	$61.27
70891272	06/17/2026	100216	BOWMAN VOL FIRE DEPT	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MAY STIPEND	$52.00
70891273	06/17/2026	128476	BRYAN A JENNINGS	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	$359.76
70891274	06/17/2026	106142	CASSIDY'S AUTO LUBE	101	GENERAL FUND	1023-53170	ASSESSOR	26061200349164	$87.91
70891274	06/17/2026	106142	CASSIDY'S AUTO LUBE	101	GENERAL FUND	1023-53170	ASSESSOR	26061600349251	$95.59
70891275	06/17/2026	111127	CHARTER COMMUNICATIONS	101	GENERAL FUND	2061-53120	AGRICULTURE COMM	176978501 / Internet	$236.00
70891276	06/17/2026	102651	CODY LESTER	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	$449.70
70891277	06/17/2026	100447	CORNING RURAL VOLUNTEER FIRE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MAY STIPEND	$418.00
70891278	06/17/2026	106801	COUNTY OF BUTTE	101	GENERAL FUND	1023-53280	ASSESSOR	2025-26 CCCASE	$876.00
70891279	06/17/2026	120882	DIGNITY HEALTH REG OFFICE-SAC	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	PROFESSIONAL/ SPECIAL SERV	$110.00
70891280	06/17/2026	136714	DOCUPET CORP	101	GENERAL FUND	2078-53220	DIV OF ANIMAL SE	DocuPet May 2026	$958.00
70891281	06/17/2026	106105	ECOLAB	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	504377800	$152.73
70891282	06/17/2026	127756	EMPOWER TEHAMA	106	PUBLIC SAFETY	2035-53230	DAY REPORTING CE	MRT MAY 2026	$6,062.58
70891284	06/17/2026	142511	GRAINGER INC	106	PUBLIC SAFETY	2036-53170	JUVENILE HALL	830621579 (FM)	$27.41

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70891285	06/17/2026	V000088	HEALTH MANAGEMENT ASSOCIATES I	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	CalAIM Consult 4/1/26-4/30/26	$20,717.16
70891286	06/17/2026	115028	HILL'S PET NUTRITION SALES INC	101	GENERAL FUND	2078-53280	DIV OF ANIMAL SE	714651-Cat Food	$284.64
70891287	06/17/2026	112395	HOME DEPOT CREDIT SERVICES	106	PUBLIC SAFETY	2035-53140	DAY REPORTING CE		$235.47
70891287	06/17/2026	112395	HOME DEPOT CREDIT SERVICES	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE		$93.48
70891287	06/17/2026	112395	HOME DEPOT CREDIT SERVICES	106	PUBLIC SAFETY	2035-53180	DAY REPORTING CE		$81.60
70891287	06/17/2026	112395	HOME DEPOT CREDIT SERVICES	106	PUBLIC SAFETY	2035-53270	DAY REPORTING CE		$299.27
70891287	06/17/2026	112395	HOME DEPOT CREDIT SERVICES	106	PUBLIC SAFETY	2036-53100	JUVENILE HALL		$202.96
70891287	06/17/2026	112395	HOME DEPOT CREDIT SERVICES	106	PUBLIC SAFETY	2037-53180	PROBATION		$125.61
70891288	06/17/2026	134656	HUMBOLDT MOVING & STORAGE CO I	105	FIRE FUND	2042-53220	FIRE SCH C VOL	37536	$63.00
70891288	06/17/2026	134656	HUMBOLDT MOVING & STORAGE CO I	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	TEHAMACHIL	$50.40
70891289	06/17/2026	T0043653	IDEXX	101	GENERAL FUND	2078-532807	DIV OF ANIMAL SE	185772-Young canine maint,	$146.84
70891290	06/17/2026	102715	JOEL SNOW DBA	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	6189	$155.74
70891291	06/17/2026	108616	KARL ANDERSON	105	FIRE FUND	2042-53210	FIRE SCH C VOL	TGU5024	$449.70
70891292	06/17/2026	102157	KENT R CARUSO PHD	101	GENERAL FUND	2017-53230	EXAM OF MENTALL	CASE 26JU16	$1,500.00
70891293	06/17/2026	106774	KIMBALL-MIDWEST	105	FIRE FUND	2042-53170	FIRE SCH C VOL	1045311163	$735.46
70891293	06/17/2026	106774	KIMBALL-MIDWEST	105	FIRE FUND	2042-53170	FIRE SCH C VOL	104535262	$176.02

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70891294	06/17/2026	100961	LOS MOLINOS VOL FIRE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MAY STIPEND	$1,380.00
70891295	06/17/2026	101000	MANTON VOL FIRE CO	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MAY STIPEND	$40.00
70891296	06/17/2026	V000758	MEAGAN JARDING	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	May:18th, 25th June 1 and 8th	$600.00
70891298	06/17/2026	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	31784-gloves	$479.69
70891298	06/17/2026	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	31784-sedexodine-SNIP	$96.71
70891298	06/17/2026	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-532807	DIV OF ANIMAL SE	31784-enrosite tab	$963.85
70891299	06/17/2026	116981	NORCAL PRESORT	101	GENERAL FUND	1023-53220	ASSESSOR	Assessor	$370.86
70891299	06/17/2026	116981	NORCAL PRESORT	101	GENERAL FUND	2077-53220	PLANNING DEPARTM	May Invoice	$46.38
70891300	06/17/2026	104821	NORTHERN CALIFORNIA YOUTH	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	$3,000.00
70891301	06/17/2026	133323	OFFICE THREE SIXTY INC	101	GENERAL FUND	2078-53140	DIV OF ANIMAL SE	39292- liner	$42.99
70891301	06/17/2026	133323	OFFICE THREE SIXTY INC	101	GENERAL FUND	2078-53220	DIV OF ANIMAL SE	39292- folders	$83.59
70891302	06/17/2026	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	0558379346-7	$124.12
70891302	06/17/2026	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	2130469578-2	$1,161.67
70891302	06/17/2026	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	2474242502-8	$477.18
70891303	06/17/2026	101232	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7013-53300	CAMP TEHAMA	4977672838-5	$491.30
70891303	06/17/2026	101232	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7013-53300	CAMP TEHAMA	5015443044-6	$183.08
70891303	06/17/2026	101232	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7013-53300	CAMP TEHAMA	5019339502-2	$349.62
70891304	06/17/2026	101261	PAYNES CREEK VOLUNTEER FIRE CO	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MAY STIPEND	$20.00
70891305	06/17/2026	135395	PREVENT CHILD ABUSE AMERICA	112	HEALTH SERVICES	40121-53290	PUBLIC HEALTH	EMPLOYEE TRAVEL/TRAINING	$50.00

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70891307	06/17/2026	V000971	RED BLUFF DAILY NEWS	106	PUBLIC SAFETY	2013-53240	DISTRICT ATTORNE	RB Daily News-Acct. #3521483	$249.94
70891308	06/17/2026	126210	RESTPADD HEALTH CORP	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	SUPPORT & CARE OF PERSONS	$178,742.00
70891309	06/17/2026	119576	RESTPADD	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	SUPPORT & CARE OF PERSONS	$37,080.00
70891310	06/17/2026	102334	SATCOM GLOBAL INC	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	107353	$114.42
70891310	06/17/2026	102334	SATCOM GLOBAL INC	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	107353	$79.74
70891312	06/17/2026	107566	SYSCO	106	PUBLIC SAFETY	2035-53130	DAY REPORTING CE	346486 FOR DRC	$144.50
70891312	06/17/2026	107566	SYSCO	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	346486	$1,959.35
70891312	06/17/2026	107566	SYSCO	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	346486 CREDIT	($131.98)
70891312	06/17/2026	107566	SYSCO	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	346486 SNP	$1,811.51
70891312	06/17/2026	107566	SYSCO	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	346486	$59.57
70891312	06/17/2026	107566	SYSCO	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	346486 SNP	$362.00
70891313	06/17/2026	120624	TEHAMA PHARMACY & TRADING COMP	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	Juvenile Hall May (S.T.) Meds	$25.90
70891313	06/17/2026	120624	TEHAMA PHARMACY & TRADING COMP	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	Tehama Juv. Hall - D.J. TRNTY	$26.59
70891314	06/17/2026	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2035-53120	DAY REPORTING CE	770720905-00041 THRU 05/18/26	$289.73
70891314	06/17/2026	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2036-53120	JUVENILE HALL	770720905-00041 THRU 05/18/26	$137.63
70891314	06/17/2026	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2037-53120	PROBATION	770720905-00041 THRU 05/18/26	$1,221.42
70891315	06/17/2026	136143	VESTIS SERVICES LLC	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	116139600	$473.84

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70891316	06/17/2026	100372	VICTOR H CIARDI	112	HEALTH SERVICES	40121-53230	PUBLIC HEALTH	PROFESSIONAL/ SPECIAL SERV	$505.64
70891316	06/17/2026	100372	VICTOR H CIARDI	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	PROFESSIONAL/ SPECIAL SERV	$905.25
70891316	06/17/2026	100372	VICTOR H CIARDI	112	HEALTH SERVICES	40171-53230	DRUG & ALCOHOL	PROFESSIONAL/ SPECIAL SERV	$173.75
70891316	06/17/2026	100372	VICTOR H CIARDI	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	PROFESSIONAL/ SPECIAL SERV	$255.36
70891317	06/17/2026	133406	WAYSTAR INC	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	PROFESSIONAL/ SPECIAL SERV	$968.53
70891318	06/17/2026	111106	ZOETIS	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	1000024113-vanguard dapp	$473.00
70891321	06/17/2026	135706	CHERYL PALERMO	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	$661.00
70891322	06/17/2026	120543	DESIREE OGLESBY	108	SOCIAL SERVICES	5013-53290	SOCIAL SERVICES	EMPLOYEE TRAVEL/TRAINING	$36.00
70891323	06/17/2026	V001101	EL DORADO SUPERIOR COURT	106	PUBLIC SAFETY	2013-53220	DISTRICT ATTORNE	El Dorado SC Inv. #SLT00033	$212.94
70891327	06/17/2026	V001116	KATHERINE BUSEKIST	106	PUBLIC SAFETY	2013-53220	DISTRICT ATTORNE	CERTIFIED LETTER	$7.47
70891329	06/17/2026	117709	LEE KEYS	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	CLOTHING & PERSONNEL SUPP	$300.00
70891330	06/17/2026	108794	POSTMASTER	106	PUBLIC SAFETY	2013-53220	DISTRICT ATTORNE	15 Rolls Forever Stamps	$1,170.00
70891330	06/17/2026	108794	POSTMASTER	106	PUBLIC SAFETY	2013-53220	DISTRICT ATTORNE	330 $1.00 Stamps	$330.00
70891332	06/17/2026	V001100	STANDALONE MARTIAL ARTS ACADEM	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	$267.53
70891333	06/17/2026	V001100	STANDALONE MARTIAL ARTS ACADEM	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	$267.53

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70891335	06/17/2026	V000623	TRAVIS M THOMAS	101	GENERAL FUND	5060-53290	VETERANS SERVICE	CO VET RESOURCE CENTER MILEAGE	$188.16
70891337	06/18/2026	102529	4IMPRINT	108	SOCIAL SERVICES	5013-53280	SOCIAL SERVICES	2305891	$2,842.37
70891339	06/18/2026	100102	ANTELOPE VOLUNTEER FIRE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MAY 2026 STIPEND	$764.00
70891340	06/18/2026	107169	BAY ALARM	103	CAPITAL OUTLAY	103-105580	N/A (FUND)	1598066	$311.00
70891340	06/18/2026	107169	BAY ALARM	106	PUBLIC SAFETY	106-105580	N/A (FUND)	411366	$522.00
70891341	06/18/2026	V000530	BLUE TRITON BRANDS INC	101	GENERAL FUND	4011-53210	ENVIRONMENTAL HE	8730224249	$79.94
70891342	06/18/2026	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	1041-53170	PERSONNEL	May 2026 Printer Charges	$296.28
70891343	06/18/2026	130498	COLANTUONO HIGHSMITH & WHATLEY	603	TC FLOOD CTRL/WA	60310-53230	TC FLOOD CTRL/WA	PROFESSIONAL SVCS 5/01-5/31/26	$5,904.91
70891344	06/18/2026	100594	EL CAMINO VOL FIRE DEPT	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MAY 2026 STIPEND	$363.00
70891345	06/18/2026	127735	FASTRAK INVOICE PROCESSING DEP	101	GENERAL FUND	4011-53230	ENVIRONMENTAL HE	CA 1455496	$8.50
70891346	06/18/2026	113113	GREEN WASTE OF TEHAMA	101	GENERAL FUND	2062-53230	CODE/MARIJUANA E	4019-10196	$198.99
70891346	06/18/2026	113113	GREEN WASTE OF TEHAMA	101	GENERAL FUND	2062-55543	CODE/MARIJUANA E	4019-10243	$634.29
70891348	06/18/2026	110712	LABCORP OF AMERICA HOLDINGS	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	04100230	$100.00
70891349	06/18/2026	123948	LEXIS NEXIS RISK SOLUTIONS	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	1465107	$695.60
70891350	06/18/2026	134086	MCC ENGINEERING	102	ROAD FUND	3011-53230	ROAD DEPARTMENT	Newville Rd	$11,216.05
70891351	06/18/2026	102134	MINERAL HOSE DEPT #1	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MAY 2026 STIPEND	$251.00
70891352	06/18/2026	101231	PACIFIC GAS & ELECTRIC	108	SOCIAL SERVICES	5013-53300	SOCIAL SERVICES	0049000946 -1	$45.15

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70891353	06/18/2026	101232	PACIFIC GAS & ELECTRIC	113	CHILD SUPPORT	5015-53300	CHILD SUPPORT SE	3680026792-8	$2,075.91
70891354	06/18/2026	101276	PETERSON TRACTOR	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Acct: 6400200	$3,640.28
70891355	06/18/2026	V000971	RED BLUFF DAILY NEWS	101	GENERAL FUND	1022-53220	TREASURER	3525809	$81.86
70891356	06/18/2026	105130	REMI VISTA INC	112	HEALTH SERVICES	40131-53220	MENTAL HEALTH	7896	$55,481.03
70891357	06/18/2026	100382	RONALD L CLARK DDS	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	DOS 06-01-26 J.C. Trinity	$680.00
70891357	06/18/2026	100382	RONALD L CLARK DDS	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	DOS 06-02-26 R.P. TEH	$1,065.00
70891357	06/18/2026	100382	RONALD L CLARK DDS	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	DOS 06-04-26 A.L. TEH	$246.00
70891358	06/18/2026	126593	SKYWAY HOUSE	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	6725	$3,761.88
70891359	06/18/2026	129754	VICTOR COMMUNITY SUPPORT SERVI	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	MAR 2026	$184,144.51
70891360	06/18/2026	118871	VISTA PACIFICA ENT INC	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	SNF/P-2026-05	$17,360.00
70891360	06/18/2026	118871	VISTA PACIFICA ENT INC	112	HEALTH SERVICES	40131-55407	MENTAL HEALTH	IMD 2026-05	$35,805.00
70891361	06/18/2026	105571	WILLOW GLEN CARE CENTER	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	53934	$59,052.00
70891361	06/18/2026	105571	WILLOW GLEN CARE CENTER	112	HEALTH SERVICES	40131-55407	MENTAL HEALTH	53944	$13,485.00
70891361	06/18/2026	105571	WILLOW GLEN CARE CENTER	112	HEALTH SERVICES	40131-55407	MENTAL HEALTH	53965	$25,420.00
70891362	06/18/2026	113681	WORLD TELECOM INC	106	PUBLIC SAFETY	106-105580	N/A (FUND)	28985	$1,937.50
70891363	06/18/2026	V000327	1142 LLC	112	HEALTH SERVICES	40131-53280	MENTAL HEALTH	SPECIAL DEPARTMENTAL EXP	$250.00
70891364	06/18/2026	134185	AGILE OCCUPATIONAL MEDICINE PC	102	ROAD FUND	3011-53230	ROAD DEPARTMENT	TCPW	$530.00

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70891365	06/18/2026	117372	ALESSIO LARRABEE	106	PUBLIC SAFETY	2026-53230	PUBLIC DEFENDER	PUB DEFENDER JUNE 2026	$18,516.67
70891366	06/18/2026	V000250	ANTONIO CARBONELL JR	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	1012	$4,704.00
70891366	06/18/2026	V000250	ANTONIO CARBONELL JR	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	1013	$3,888.00
70891367	06/18/2026	127322	ANU CHOPRA	106	PUBLIC SAFETY	2026-53230	PUBLIC DEFENDER	PUB DEFENDER JUNE 2026	$8,723.89
70891368	06/18/2026	V000383	BRANDIE WOODEN	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	$75.00
70891370	06/18/2026	102768	CHILDREN FIRST	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	$150.00
70891371	06/18/2026	135415	CHRISTOPHER R LOGAN ATTORNEY A	106	PUBLIC SAFETY	2026-53230	PUBLIC DEFENDER	PUB DEFENDER JUNE 2026	$20,200.00
70891372	06/18/2026	125335	DAVID LESTER	603	TC FLOOD CTRL/WA	60310-53210	TC FLOOD CTRL/WA	MTG STIPEND 6/10/26	$25.00
70891373	06/18/2026	124820	DAVIDS ENGINEERING, INC.	603	TC FLOOD CTRL/WA	60310-53230	TC FLOOD CTRL/WA	1170.03-7609	$42,397.36
70891374	06/18/2026	100543	DIBBLE CREEK VOLUNTEER FIRE DE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MAY 2026 STIPEND	$1,596.00
70891378	06/18/2026	142511	GRAINGER INC	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	Acct: 832564827	$96.78
70891378	06/18/2026	142511	GRAINGER INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Acct: 832564827	$33.40
70891378	06/18/2026	142511	GRAINGER INC	102	ROAD FUND	3011-53270	ROAD DEPARTMENT	Acct: 832564827	$544.31
70891379	06/18/2026	133497	GREG JONES	603	TC FLOOD CTRL/WA	60310-53210	TC FLOOD CTRL/WA	MTG STIPEND 05/28/26	$25.00
70891380	06/18/2026	125516	HAROLD MORRIS CRAIN	603	TC FLOOD CTRL/WA	60310-53210	TC FLOOD CTRL/WA	MTG STIPEND 6/10/26	$25.00

Tehama County

TEBK400 - Check Register

Issue Dates between Jun 14, 2026 and Jun 20, 2026

Report Generated on: **Jun 22, 2026 4:17:27 PM**

Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Extended Amount
70891382	06/18/2026	129147	KANDACE PENDERGRAFT	112	HEALTH SERVICES	40121-53290	PUBLIC HEALTH	2026 POSTPARTUM SUPPORT CONFER	$264.00
70891383	06/18/2026	134686	KAREN JONES	101	GENERAL FUND	2077-53290	PLANNING DEPARTM	PC MEETING 6/4/26	$27.02
70891385	06/18/2026	114620	KENNETH A MILLER	106	PUBLIC SAFETY	2026-53230	PUBLIC DEFENDER	PUB DEFENDER JUNE 2026	$4,423.00
70891387	06/18/2026	100893	LAKE CALIFORNIA VOLUNTEER FIRE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MAY 2026 STIPEND	$1,259.00
70891388	06/18/2026	126372	LAW OFFICE OF ODEH E HIJAZEEN	106	PUBLIC SAFETY	2026-53230	PUBLIC DEFENDER	PUB DEFENDER JUNE 2026	$18,516.67
70891389	06/18/2026	131831	LESA HARRIS	101	GENERAL FUND	2077-53290	PLANNING DEPARTM	PC MEETING 6/4/26	$6.30
70891390	06/18/2026	103809	LOS MOLINOS COMMUNITY SERVICES	102	ROAD FUND	3011-53300	ROAD DEPARTMENT	Acct: TEH420	$132.16
70891391	06/18/2026	130395	LUHDORFF & SCALMANINI	603	TC FLOOD CTRL/WA	60310-53230	TC FLOOD CTRL/WA	44528	$44,709.50
70891391	06/18/2026	130395	LUHDORFF & SCALMANINI	603	TC FLOOD CTRL/WA	60310-53230	TC FLOOD CTRL/WA	44758	$179,679.00
70891391	06/18/2026	130395	LUHDORFF & SCALMANINI	603	TC FLOOD CTRL/WA	60310-53230	TC FLOOD CTRL/WA	44759	$27,847.00
70891392	06/18/2026	124962	MARTHA SLACK	603	TC FLOOD CTRL/WA	60310-53210	TC FLOOD CTRL/WA	MTG STIPEND 6/10/26	$25.00
70891393	06/18/2026	134376	MATT HANSEN	603	TC FLOOD CTRL/WA	60310-53210	TC FLOOD CTRL/WA	MTG STIPEND 05/28/26	$25.00
70891394	06/18/2026	134851	MCENTIRE LANDSCAPING INC	117	TRANSPORTATION O	3037-53180	TRAX	54658	$780.00
70891396	06/18/2026	V000509	PRIMO BRANDS	603	TC FLOOD CTRL/WA	60310-53220	TC FLOOD CTRL/WA	06E8730223266 MAY	$44.96
70891397	06/18/2026	V000086	ROBERT BURROUGHS	603	TC FLOOD CTRL/WA	60310-53210	TC FLOOD CTRL/WA	MTG STIPEND 05/28/26	$25.00

Tehama County

TEBK400 - Check Register

Issue Dates between Jun 14, 2026 and Jun 20, 2026

Report Generated on: **Jun 22, 2026 4:17:27 PM**

Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Extended Amount
70891398	06/18/2026	V000879	STEVEN ZANE	603	TC FLOOD CTRL/WA	60310-53210	TC FLOOD CTRL/WA	MTG STIPEND 05/28/26	$25.00
70891399	06/18/2026	111041	THE SAIL HOUSE INC	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	053126	$13,872.00
70891399	06/18/2026	111041	THE SAIL HOUSE INC	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	053126A	$6,324.00
70891399	06/18/2026	111041	THE SAIL HOUSE INC	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	053126B	$2,914.00
70891400	06/18/2026	V000995	TIM POTANOVIC	101	GENERAL FUND	2077-53290	PLANNING DEPARTM	PC MEETING 5/21/26	$6.72
70891400	06/18/2026	V000995	TIM POTANOVIC	101	GENERAL FUND	2077-53290	PLANNING DEPARTM	PC MEETING 6/4/26	$6.72
70891401	06/18/2026	124961	TODD HAMER	603	TC FLOOD CTRL/WA	60310-53210	TC FLOOD CTRL/WA	MTG STIPEND 6/10/26	$25.00
70891402	06/18/2026	V000085	TOM WALKER	603	TC FLOOD CTRL/WA	60310-53210	TC FLOOD CTRL/WA	MTG STIPEND 05/28/26	$25.00
70891404	06/18/2026	V000190	VICI MIRANDA	101	GENERAL FUND	2077-53290	PLANNING DEPARTM	PC MEETING 6/4/26	$5.18
70891405	06/18/2026	105571	WILLOW GLEN CARE CENTER	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	53954	$23,064.00

Tehama County

Agenda Request Form

File #: 26-1172 **Agenda Date:** 7/7/2026 **Agenda #:** 2.

TREASURER/TAX COLLECTOR

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Chair to sign the Agreement for software maintenance with Megabyte Systems, Inc., in an amount not to exceed $145,000, effective 7/1/26 and shall terminate 6/30/27

Financial Impact:
Appropriations for ongoing maintenance have been included in the proposed budget for $117,000, and another $28,000 will be included in the adopted budget for FY 26/27 and will be paid out of 1073-531702 General Services.

Background Information:
The Megabyte Property Tax System Agreement calls for an increase in the annual maintenance rate by the Pacific Cities and U.S. City Average Consumer Price Index which was 2.7% for the month ending December 2025.

AGREEMENT
MPTS PROPERTY TAX SYSTEM
MAINTENANCE

THIS SUPPORT AGREEMENT, by and between the COUNTY OF TEHAMA, hereinafter referred to as the "County" and MEGABYTE SYSTEMS INC, whose mailing address is 2630 Sunset Blvd, Rocklin, California 95677, hereinafter referred to as the "Contractor" replaces the 2015 Agreement which was last amended as County Agreement No. 25-116 and has an effective date of July 1st, 2026 and terminates on June 30, 2027.

1. The County hereby engages the services of the Contractor, and the Contractor agrees to serve County in accordance with the terms and conditions set forth herein.

2. Work. Subject to the terms and conditions set forth in this agreement, Contractor shall provide the services described in Exhibit A (the "Support Services"), attached and by this reference incorporated herein.

3. Price. In consideration of Contractor's fulfillment of the promised work, County shall pay Contractor the amount set forth in Exhibit B, attached hereto and hereby incorporated, up to the not-to-exceed amount of $145,000 . Support to County in excess of the terms of this agreement, as deemed necessary by County, will be billable to County at Contractor's standard hourly rate subject to advance written approval of County. If on-site support is required, travel time and expenses will be charged in addition to the hourly rate for work on-site.

4. Payments. County shall make payments of compensation hereunder monthly on submittal of an invoice. Contract payments are due and payable to Megabyte Systems, Inc. 2630 Sunset Blvd, Rocklin, California 95677, within 15 working days of receipt of the invoice. Invoices shall be submitted to:

   Tehama County IT
   Director 444 Oak Street
   Red Bluff, CA 96080

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

6. Changes. Changes and modifications to this Agreement may only be made by prior written change order of County, accepted in writing by the Contractor, specifying such change(s) including adjustment(s) to price and delivery schedule (if any), as are agreed to by the parties hereto. In no case shall County pay for any extra work or material furnished except as previously agreed upon in such a written change order. The Contractor and the County shall determine whether any change or modification will cause a delay in Contractor completing all work and if so, the duration of such delay.

7. County's Responsibility. County shall comply with all requirements that apply to it under applicable laws and regulations, including laws and regulations governing intellectual property and data privacy. County will provide, at its own expense, access to Megabyte via Megabyte's network or via the Internet as long as it is at acceptable speeds (County minimum of T1 or business DSL speed). Contractor shall comply with the current County Vendor Access Management solution and use an active directory account specific to the Contractor. Under no circumstances shall Contractor install any remote access tools.

8. No Waiver by County. Inspection of the work by the County, or the statement by any officer, agent, or employee of the County, prior to written acceptance of the work or any part thereof, indicating that the work or any part thereof complies with the requirements of this Agreement, or the County's payment for the whole or any part of the work, or any combination of these acts, shall not relieve the Contractor of obligation to fulfill this Contract as prescribed. Waiver of any provision of this Agreement by the County in any single instance shall not prejudice County's right to enforcement of all provisions of this Agreement in any other instance.

9. Hold Harmless. Contractor agrees to defend, indemnify, save and hold harmless the County, its officers, agents, and employees, from and against any and all claims and losses whatsoever accruing or resulting to any and all persons, firms or corporations for damage, injury or death as a result of negligence by Contractor in Contractor's performance of this Agreement.

10. Data Protection

    A. County hereby acknowledges and agrees that in order to provide the Support Services, County may directly or indirectly provide, or Contractor will otherwise have access to and retain, confidential, non-public information (including personally identifiable information), statistics, metrics, and other data concerning County or County's clients or constituents (collectively, "County Data"). As between County and Contractor, County owns County Data and all County Data shall remain the property of County. County hereby grants to Contractor and its affiliates and

subcontractors a right and license to use and process County Data to the extent reasonably necessary to (i) monitor, provide, administer, ensure the proper operation of, develop, improve, and modify the Support Services, (ii) develop and provide new and existing functionality and services to County and other Contractor customers, and (iii) perform Contractor's rights and obligations under this Agreement.

B. Contractor shall not collect, retain, use, sell, or disclose County Data for any purpose (including for any commercial purpose) other than for the specific purposes set forth in this Agreement, unless otherwise required by law, and shall not use County Data for the purposes of conducting online/targeted behavioral advertising for County or any other third party. Contractor shall, at County's reasonable request, cease any unauthorized processing of County Data and grant County authorization to assess and remediate any such unauthorized processing. Except to the extent otherwise agreed to by Contractor in writing (and a statement of work, order form, or similar documentation are acceptable forms of writing), County shall not provide Contractor with any unencrypted personally identifiable information that is considered sensitive (e.g., a social security number, driver's license number, financial account data, health data) as part of the Support Services or otherwise. Any violation of this clause by County shall be considered a material breach of this Agreement and County hereby releases Contractor from, and shall not hold Contractor liable for, any loss, damages, or harm County incurs as a result of County's violation of this Section 10.

C. Cooperation; Assistance. Contractor shall provide reasonable assistance to County to enable County to comply with its obligations and responsibilities under any applicable privacy law, including with respect to providing access to, correcting, and deleting County Data. Contractor shall promptly notify County if Contractor receives a correspondence, inquiry, complaint, request, or demand concerning Contractor's use or processing of County Data.

11. Patent or Copyright Infringement.

A. Contractor represents that the materials and products produced hereunder do not violate others intellectual property rights (which include patent, copyright, trademark, trade secret or other proprietary right.) In the event a claim, cause of action, proceeding or other legal action should arise in which there are claims that the materials and/or products infringe or violate another's intellectual property rights, Contractor shall undertake to protect, defend, settle or resolve the proceeding at no

cost, whatsoever, to County, including, but not by way of limitation, legal fees, disbursements, judgments, or the like. Contractor shall protect, defend and indemnify and hold County harmless, subject only to County giving Contractor prompt written notice of any such third party claim, cause of action or proceedings and rendering to Contractor any reasonable information, assistance or access to documents and materials required in the defense of any such cause of action.

B. Should the materials and/or products in Contractor's opinion, be likely or become the subject of a claim of infringement of a patent, copyright or trademark, Contractor may do any of the following: (1) obtain a legally binding right for County to use, at no cost to County, the material and/or product; (2) replace or modify the material and/or product so that it is non-infringing yet still complies with the RFP and the Contract specifications; (3) repurchase the material and/or product by refunding all moneys paid by County to Contractor for the material and/or product less depreciation and reasonable costs for use and such other amounts as are mutually agreeable to County and Contractor.

12. Title to Work. Upon termination of this agreement for any reason title to, ownership of, and all applicable patents, copyrights and trade secrets in the MPTS software, shall remain with the contractor as owner/holder of such patents, copyrights, and trade secrets, who shall retain complete rights to market such product, and no such rights shall pass to County. However, County shall receive, at no additional cost, a perpetual license to use such products for its own use.

13. Source Code. Contractor shall place source code for the licensed software and any changes thereto, into a software escrow account. County shall have access to the source code in the event Contractor fails to fulfill its maintenance and support obligations, or in the event of bankruptcy, dissolution, or appointment of a receiver for Contractor. County shall be able to use the source code according to the terms of this agreement, and must also be permitted to modify the code for its own use consistent with this agreement.

14. Insurance. Contractor shall maintain, at Contractor's own expense during the term hereof, insurance with respect to Contractor's performance of this Agreement of the types and in the minimum amounts described generally as follows:

A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.

B. Comprehensive Public Liability Insurance or Comprehensive Liability Insurance (Bodily Injury and Property Damage) of not less than One Million Dollars ($1,000,000) combined single limit per occurrence (claim made).

C. Comprehensive Automobile Liability Insurance (Bodily Injury and Property Damage) on owned, hired, leased and non owned vehicles used in conjunction with Contractor's business of not less than One Million Dollars ($1,000,000) combined single limit per occurrence (claim made).

D. Cyber Liability Insurance with not less than Two Million Dollars ($2,000,000) and Technology Professional Liability Errors and Omissions Insurance: Appropriate to Contractor's profession and work, of not less than Two Million Dollars ($2,000,000) per occurrence.

15. Proof of Insurance. Simultaneous with the execution of this Agreement, proof of the aforementioned insurance shall be furnished by the Contractor to the County by certificates of insurance. Such certificates shall specify that County must be given written notice 30 days prior to the cancellation or modification of any such insurance.

16. Insurance in Force and Effect During Contract Period. The insurance specified above shall be in a form and placed with an insurance company or companies satisfactory to County, and shall be kept in force and effect until completion to the satisfaction and acceptance by County of all work to be performed by the Contractor under this Agreement.

17. Confidentiality.

A. Contractor will hold all County Data in trust and confidence, and limit access to such County Data to only those individuals who have a business need for such access and undertake reasonable steps to ensure the reliability of all individuals who have access to such County Data. Contractor shall implement and maintain commercially reasonable technical and organizational security controls to protect and safeguard County Data from unauthorized use or disclosure, which shall include written policies describing its security controls and the relevant procedures and responsibilities of Contractor personnel who have access to County Data. Contractor shall designate a senior employee to be responsible for the overall management of Contractor's information security program. Upon cancellation or expiration of this Agreement, Contractor will return to County all written and descriptive matter which contains any such County Data.

B. Contractor shall, where legally required, notify County within 72 hours of any unauthorized access to or use of County Data when Contractor discovers the same. In such circumstances, Contractor shall provide timely information to County relating to such unauthorized access or use and promptly take reasonable steps to contain, investigate, and mitigate the same. Any action or notification taken by Contractor in accordance with this clause shall not be interpreted or construed, in any manner, as an admission of liability, wrongdoing, or fault. Contractor shall not be liable to County or any third party for damages, losses, or harm arising from any unauthorized access to or use of County Data, provided such damages, losses or harm are caused by an act or omission of County or a third party acting outside the control of Contractor, or by County's breach of this agreement.

18. Independent Contractor. Contractor shall perform this contract as an independent contractor for all purposes. Contractor is not, and shall not be deemed, a County employee for any purpose, including worker's compensation. Contractor shall, at Contractor's own risk and expense, determine the method and manner by which the duties imposed on Contractor by this contract shall be performed; provided that County may monitor the work performed by Contractor; and provided further that Contractor shall observe and comply with all laws and rules applicable to County in performing the work. Contractor, not County, shall be responsible for Contractor's negligence and that of Contractor's agents and employees in performing the work. Contractor shall be entitled to none of the benefits accorded to a County employee. County shall not deduct or withhold any amounts whatsoever from the compensation paid to Contractor, including but not limited to amounts required to be withheld for state and federal taxes. Contractor alone shall be responsible for all such payments.

19. Termination. The County or Contractor may terminate this agreement with 60 days written notice.

20. Notices. All notices provided for by this Agreement shall be in writing and may be delivered by deposit in the First-Class United States mail, by certified, or by registered mail, postage prepaid. All notices appertaining to the provisions of this Agreement, shall be addressed to Contractor's office, located at 2630 Sunset Blvd, Rocklin, California 95677. Notices to the County shall be addressed to the Tehama County IT Director. 444 Oak Street, Red Bluff, California 96080. Effective date of all notices shall permit a minimum of five (5) days for transit in the mail.

21. Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or breach thereof, the parties shall use their best efforts

to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration. The arbitration shall be conducted by a neutral arbitrator and in accordance with California law, with the parties sharing equally the costs of arbitration. Judgement on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

22. Subcontractors. County hereby acknowledges and agrees that Contractor may use affiliates and subcontractors to assist with its provision of Support Services to County, provided Contractor executes with any such affiliates and subcontractors a written agreement that contains terms and conditions that are substantially similar to the terms and conditions set forth in this Agreement. Contractor shall undertake all reasonable efforts to ensure that any such affiliates and subcontractors can comply, and are in compliance, with the terms and conditions set forth in this agreement. Contractor shall be responsible for the actions of its subcontractors.

23. Feedback. County may voluntarily, but is not required to, provide Contractor and/or Contractor affiliates and subcontractors with ideas, suggestions, requests, recommendations or feedback about the Contractor's business operations, products, and services ("Feedback"). In circumstances where County provides Contractor and/or Contractor affiliates and subcontractors with such Feedback, Contractor shall own all rights, title and interest, including all intellectual property rights, in and to the Feedback, including any configurations and customizations thereof. County hereby represents and warrants to Contractor that it has all rights to provide any and all such Feedback to Contractor.

24. Counterparts, Electronic Signatures – Binding. This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA

as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

COUNTY OF TEHAMA, a political subdivision of the State of California

By _____

Dated: _____

CONTRACTOR: Megabyte Systems, Inc

By N. Betts
Nicholas M. Betts. President
"CONTRACTOR"

Dated: 06.23.2026

EXHIBIT A

SCOPE OF SERVICE

MPTS maintenance support services

Contractor will provide the following maintenance support services:

- Hot line phone support for County's Assessor, Tax Collector and Auditor user staff, as required, concerning the operation of the property tax system – MPTS.
- Diagnosis of application problems and suggested solutions.
- Application software corrections as needed by system failure to meet system requirements. This does NOT include any fixes for problems arising through alteration of the database by means other than Contractor personnel.
- New State mandated change to the application of property and tax assessment statutes.
- Enhancements/Upgrades to the application software at the discretion of Contractor.
- Installation/Setup of application stored procedures/triggers/database-scheduled tasks when necessary.
- MPTS application training classes:
    - Web training classes
    - Training materials will be posted on the Contractor website
    - Some sessions may be offered in house for detailed hands-on training at no cost for the session (County will be responsible for travel expenses)
- Roll turnover & roll over support to accommodate County off-hour support if desired:
    - Contractor will optionally offer (based on County needs) roll turnover/rollover of scheduled jobs leaving reports out at the County (balancing/review is the responsibility of County)
    - Contractor will review for consistency and set up – completion of jobs i.e. ascertain correctness of control records, job setup, scheduling, conflicts.
    - Backup: 2nd copy of 601 rolls and tax rolls for 12-year history retention to be held by Contractor if requested by the County. Primary backup of the 601 roll and related system backups are County responsibilities.
    - Assistance with balancing property and tax assessment programs.
    - Assistance with producing fixes (i.e. mass roll changes) to correct erroneous assessment or tax roll results, whether due to County or Contractor actions. However, County is responsible for meeting statutory requirements and proper updating of the Megabyte Systems with all current data, such as tax rates. Assistance to fix problems caused by County failure to update base assessment data will be a billable item to the County.

County will provide, at it's own expense, access to Contractor via Contractor network or via the Internet as long as it is at acceptable speeds (County minimum of T1 or business DSL speed).

Contractor shall comply with the current County Vendor Access Management solution and use an active directory account specific to the Contractor. Under no circumstances shall Contractor install any remote access tools.

County must grant Contractor full administrator rights (SA).

SQL server database support services

Contractor will provide the following SQL sever database services:

- Necessary tuning/routine maintenance/notification of service pack upgrades needed. (These must be ran by County personnel on the physical machine).
- General SQL maintenance.
- Monitoring of SQL logs for errors and corrective action.
- Daily batch job monitoring and fixes/notification of failures.
- Scheduling of overnight jobs.
- Installation upgrades to SQL versions when Contractor upgrades the application software to a new version (Note: this does not include any cost associated with the purchase of SQL Server System Software – this cost is the responsibility of the County. Contractor will install it and do any necessary property system upgrades). Contractor determines the need to upgrade to a newer version of SQL.
- Rebuild database(s) if necessary due solely to SQL Server generated problems. (Exclusion: If the cause is failure by the user to detect operating system errors & take corrective action or notify Contractor, then this activity will be billable to the County).
- SQL Support services are for the primary and inquiry (aka backup server) servers only.

County shall perform the following tasks:

- Ensuring the SQL Executive and SQL Server are running and restart if necessary.
- Server printer setup and documentation.
- Monitor disk space on Windows Server.
- MPTS system backups.
- Network problems.
- Software/Hardware conflict issues.
- Install SQL Server service packs when notified to do so by Contractor.
- Install MPTS service packs when notified to do so by Contractor.

If on-site support is required travel time and expenses will be billable to County at the standard rate for Contractor.

Web Services

- Public Web Access - Assessor and Tax Collector Modules.
- Up to Seven Years View/Print Taxbill online.

Tax Collector – Tax Sale Module Maintenance and Support

- The Tax Sale Module assists in tracking defaulted properties through the sale process, producing statutory notices and recording documents. Provides after the sale tracking of excess proceeds claims.

Application Support Levels and Resolutions

Contractor shall provide timely maintenance support services according to the following escalation procedures:

"Level 1 Application Problem" means a critical application subsystem is inoperable; the County must have immediate assistance; this is a critical and highest priority problem. Megabyte shall return users of the failed application to an operational status within six (6) hours of the initial call for service.

"Level 2 System Problem" means a subsystem is not functioning correctly or its usage is restricted; however, the application is operable. The Level 2 System Problem must be resolved as soon as possible; this is a critical but lesser priority problem than a Level 1 Application Problem. Contractor shall commence diagnostic/problem resolution within twenty-four (24) hours of notification. If a Level 2 System Problem remains unresolved for more than three (3) calendar days, it shall be automatically escalated to a level 1 Application Problem status.

Level 3 System Problem" means there is a non-serious problem that does not have a material impact on the system; or the County needs assistance in solving an in-house problem that has a minor effect on the operation of the MPTS system/application. Megabyte will schedule resolution as soon as possible; this is a non-critical and lower priority problem. Should a Level 3 System Problem remain unresolved for more than fourteen (14) calendar days, it shall be automatically escalated to a Level 2 System Problem status.

Corrections for reported problems or defects due to County's unauthorized changes to the application or client environment or to portions of the program affected by County-provided software will be the responsibility of the County.

EXHIBIT B

PAYMENT FOR SERVICES RENDERED

The monthly support cost for services described in Exhibit A – Scope of Service shall be as follows:

Term	Description	Amount
7/1/2026 – 6/30/2027	MPTS Property Tax System Maintenance/Support	$10,066.86 per month
7/1/2026 – 6/30/2027 7/1/2026 – 6/30/2027	Public Web Assessor and Tax Collector Modules Up to Seven Years View/Print Taxbill Online	$6,723.09 annual charge $2,868.36 annual charge
7/1/2026 – 6/30/2027	Tax Sale Program Maintenance/Support	$3,767.69 annual charge

Annual Adjustment of Fees

Fees shall be adjusted annually each Fiscal year in accordance with the percentage increase in the Consumer Price Index for the Pacific Cities and U.S. Cities Average published for the previous December of each year or a max of 5% whichever is the lessor amount.

Compensation For Extra Services

COUNTY shall compensate CONTRACTOR for requested Extra Services and reimburse CONTRACTOR for expenses incurred in connection with the provision of such Extra Services as follows:

1. Emergency off-site support outside of the hours 8 AM to 5 PM or on weekends or holidays, with a four-hour minimum:

   $150.00 per hour

2. On-site support, with a four-hour minimum, including time in transit.

   $150.00 per hour

3. Travel expenses: At actual cost in accordance with County's current travel expense policy.

E-Contract Review
Approval as to Form

Department Name: Tehama County Treasurer-Tax Collector

Vendor Name: MegaByte Systems, Inc.

Document Description: Agreement for MegaByte Support Services

APPROVED AS TO FORM:

Date: 6/17/26

Office of the Tehama County Counsel
Daniel B. Klausner, Senior Deputy County Counsel

Tehama County

Agenda Request Form

File #: 26-1210 **Agenda Date:** 7/7/2026 **Agenda #:** 3.

HEALTH SERVICES AGENCY / MENTAL HEALTH

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Interim Executive Director to sign the Agreement with Cascades Management Company, LLC dba Ridgeview Residential Care Center for the purpose of providing adult residential care home services for the rates set forth in Exhibit C, with the maximum compensation not to exceed $300,000, effective 7/1/26 and shall terminate 6/30/28

Financial Impact:
Costs of services will be paid for with Mental Health realignment funds and/or Mental Health Services Act dollars allocated for medically necessary services. Budget Number is 40131. There is no impact to the General Fund.

Background Information:
This is a renewal Agreement with the vendor. The Cascades Management Company LLC facility handles the placement of both clients who need short term residential treatment services and for mentally ill adults requiring a step down from a higher level of acute psychiatric care. This Agreement will allow for the use of appropriate level facilities by Tehama County Mental Health clients. If the Agreement is not approved, the Department would need to find another comparable facility to place clients. This could result in clients being placed at farther distances and cause disruptions and delays for much needed services.

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND CASCADES MANAGEMENT COMPANY, LLC dba RIDGEVIEW RESIDENTIAL CARE CENTER

This agreement is entered into between the County of Tehama, through its Health Services Agency, ("County") and Cascades Management Company, LLC, a California Limited Liability Company dba Ridgeview Residential Care Cent ("Contractor") for the purpose of providing adult residential care home services for clients of Tehama County determined by County's Mental Health Division to be in need of such services.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall:

A. Provide residential care home services to mentally disabled adult clients referred by County. These services shall be provided at Contractor's facility located at 2096 Cascade Blvd, Shasta Lake, California.

B. Provide specialty mental health services, as defined in the California Code of Regulations (CCR) Title 9, Chapter 11, to Medi-Cal eligible beneficiaries, with or without private insurance, who meet the criteria established in, and in accordance with, the Tehama County Managed Care Mental Health Plan.

C. Provide an augmentation program for residential care home services to Clients pursuant to this agreement that shall include, but not be limited to, the program services as described in Exhibit B, attached and incorporated herein. Contractor shall only admit those clients who require community Mental Health Treatment services as defined by applicable laws and regulations.

D. Provide on-site staffing to ensure provision of care and supervision to meet clients' needs pursuant to all requirements set forth in CCR, Title 22, Division 6, Chapter 1, Article 6, sections 80077.2, 80078 and Chapter 6, Article 6, section 85065.

E. Comply with the Admission and Discharge Criteria as described in Exhibit B. All client admissions must be authorized in writing by the client (either personally or on their behalf by client's guardian or conservator) and by County.

F. Participate in meetings with County case managers, as may be called by County, to review the progress of each client, medications dosage and compliance (as

documented in each client's medication records), recreation participation and specific client problems.

G. Allow County staff reasonable access to (1) all areas of Contractor's facility wherein a client is currently placed, or had been placed, at any time and (2) such data as will allow for the meaningful evaluation and monitoring of quality of care by County.

H. Maintain buildings, grounds, fixtures, furniture, equipment, and supplies pursuant to all requirements set forth in CCR Title 22, Division 6, Chapter 1, Article 6, sections 80086-80088, and Chapter 6, sections 85087-85088. Bathroom fixtures, floor coverings, décor and furnishings at Facility shall be clean, in good repair, and free of rips, stains and hazards.

I. Provide copies of any reports prepared by State agencies or licensing bodies regarding the Facility or quality of care provided including any notations of deficiencies.

J. As required by Government Code section 7550, each document or report prepared by Contractor for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. Contractor shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Contractor shall add: "This [document or report] is one of [number] produced under this agreement.

K. Contractor shall provide only those services for which a written authorization from the County has been received. Services provided without prior written authorization from the County will be the responsibility of the Contractor and will not be reimbursed by the County.

L. Contractor shall be liable for State Department of Health Care Services audit exceptions due to inadequate documentation as per medical necessity requirements and shall reimburse County for any recoupments ordered by the State within sixty (60) days of the date of the State or County's notice of such recoupment order. If Contractor fails to reimburse County within such period,

County may offset the unpaid amount against any sums due from County to Contractor pursuant to this agreement or any other agreement of obligation.

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 "C" after satisfactorily completing the duties described in this Agreement. The total compensation payable to Contractor under this agreement shall not exceed $150,000 in any one fiscal year (July-June). The Maximum Compensation payable under this Agreement shall not exceed $300,000.00. 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, director 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.

Board and care shall not be the responsibility of Tehama County under this agreement and shall not be billed under this agreement.

4. BILLING AND PAYMENT

On or before the 15th of each month, Contractor shall submit to County an itemized statement on each client giving each client's name, the dates of service and the charges for all services rendered during the preceding calendar month. Along with the monthly, itemized statement, Contractor shall provide a summary statement of total clients treated, the number of patient days and total charges. 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.
When, on the basis of retrospective review, it has been determined that Contractor has failed to meet service standards or documentation standards established by the MHP and Title 9, California Code of Regulations, payment will be denied on the basis of audit exception. Payment will not be made on the basis of added, amended, or altered records presented after the date of the retrospective review.

Whenever there is audit exception against the County resulting from a claim for funding for an expenditure by the Contractor that is not allowable, the County may offset reimbursement to the Contractor for the exception.

5. TERM OF AGREEMENT

This agreement shall commence on July 1, 2026, and shall terminate June 30, 2028, unless terminated in accordance with section 6 below.

6. TERMINATION OF AGREEMENT

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. Either party may terminate this agreement on 30 days' written notice. 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 the Health Services Agency's 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 ensure 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.

Contractor shall defend and indemnify Tehama County for any recoupment of funding resulting from periodic audit by the State of California, or United States of America and arising from Contractor's negligent acts, willful acts, or errors or omissions or such acts of Contractor's subcontractors, any person employed under Contractor, or under any subcontractor. Should County become subject to such recoupment Contractor shall reimburse County for recouped funds in proportion to Contractor's share of audit exceptions to the total audit exceptions charged against County.

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
If to Contractor:	Cascades Management Company, LLC dba Ridgeview Care Center Attn: Chief Financial Officer 2096 Cascade Blvd., Shasta Lake, CA 96019

(530) 790-2520

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. STANDARDS OF THE PROFESSION

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

21. LICENSING OR ACCREDITATION

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

22. 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.

23. 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.

24. 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.

25. 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.

26. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

27. CLINICAL RECORDS

Contractor shall maintain adequate records. Patient records must comply with all appropriate State and Federal requirements. Individual records shall contain intake information, interviews, and progress notes. Program records shall contain detail adequate for the evaluation of the service. Contractor agrees that its inability to produce records adequate for evaluation of the service shall constitute ground for audit exception and denial of Contractor's claim for payment for those services. Contractor shall provide monthly reports to the County in conformance with the Client and Service Information (CSI) System as prescribed by the State Department of Mental Health.

28. FINANCIAL RELATIONSHIPS

Contractor shall maintain statistical records in the manner provided by the State Health and Welfare Agency and make such records available to County as required by the Mental Health Director and the State Department of Health Care Services.

Contractor shall maintain accurate accounting records of its costs and operating expenses. Such records of costs and expenditures shall be maintained for at least seven (7)ten (10) years, or until audit findings are resolved, and shall be open to inspection by the Health Services Agency Director, or designee, the State Controller, and the State Director of Health Care Services or designees. Contractor shall also be subject to the examination and audit of the Auditor General for a period of three years after final payment under the contract (Government Code, Section 8546.7).

Contractor shall be liable for State Department of Health Care Services audit exceptions due to inadequate documentation as per medical necessity requirements and shall reimburse County for any recoupments ordered by the State within sixty (60) days of the date of the State or County's notice of such recoupment order. If Contractor fails to reimburse County within such period, County may offset the unpaid amount against any sums due from County to Contractor pursuant to this agreement or any other agreement of obligation.

29. FINANCIAL RECORDS

Contractor shall maintain financial records that clearly reflect the cost of each type of service for which payment is claimed. Any apportionment of costs shall be made in accordance with

generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of the services rendered. Appropriate service and financial records must be kept pursuant to the laws and regulations of the State of California governing such programs.

30. REPORTING

Contractor agrees to provide County with reports that may be required by State or Federal agencies for compliance with this Agreement. Contractor agrees to permit County, State, and/or Federal agencies authorized by the Director, to inspect, review, and copy all records, notes, and writing of any kind in connection with the services provided by Contractor under this agreement. All such inspections and copying shall occur during normal business hours. Contractor shall submit a year-end program summary in a format to be provided by County.

31. RECORDS

Clinical records of each client shall be the property of Contractor and shall be kept at least ten (10) years or until audit findings are resolved. All such records shall be considered confidential client records in accordance with California Welfare and Institutions Code, Section 5328, regarding patient confidentiality. Clinical records shall contain sufficient detail to make possible an evaluation by the Tehama County Mental Health Director or designee. All expenses of copying records and other documents shall be borne by the party seeking to review those records and/or documents.

32. MONITORING

Contractor agrees to extend to the Mental Health Director or designees, the right to review and monitor all records, programs, or procedures, at any time in regards to clients, as well as the overall operation of Contractor's program in order to ensure compliance with the terms and conditions of this agreement.

33. DOCUMENTS AND RECORDS

A. Upon written request, Contractor agrees to permit County, State, and/or Federal agencies authorized by the Director, to inspect, review, and copy all records, notes, and writing of any kind in connection with the services provided by Contractor under this agreement. All such inspections and copying shall occur during normal business hours.

B. If the California Department of Health Care Services, Center for Medicare and Medicaid Services (CMS), or Office of the Inspector General of the US Department of Health and Human Services determines there is a reasonable possibility of fraud or similar risk, the State, SMC or HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time.

C. Contractor shall preserve all records relating to the services provided pursuant to this agreement until at least ten years from the final date of the contract period or ten years from the date of completion of any audit, whichever is later.

D. At the end of the period required for record retention, Contractor shall destroy all records made pursuant to this agreement in accordance with the California Code of Regulations, the California Welfare and Institutions Code, and Contractor's State licensing requirements.

E. Contractor shall document compliance with all contractual requirements. Such documentation shall be provided to County upon request.

F. If Contractor maintains an Electronic Health Record (EHR) with Protected Health Information (PHI), and an individual request a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable the County to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. Section 17935(e) and the HIPAA regulations.

34. QUALITY ASSURANCE

Contractor shall notify County of any and all special incidents involving a County placement within 24 hours of the incident. All special incidents are reviewed by the County Mental Health Department's Quality Improvement Committee and any recommendations will be forwarded both to the Executive Director of the Tehama County Health Services Agency and the Contractor's Chief Executive Officer.

Contractor shall furnish County with a copy of its Quality Assurance Policies and Procedures and its Client Complaint/Grievance Procedure within thirty (30) days of execution of this Agreement.

35. CODE OF CONDUCT

Tehama County Health Services Agency (TCHSA) maintains high ethical standards and is committed to complying with all applicable statutes, regulations, and guidelines. The TCHSA and each of its employees and contractors shall follow an established Code of Conduct.

PURPOSE

The purpose of the TCHSA Code of Conduct is to ensure that all TCHSA employees and contractors are committed to conducting their activities in accordance with the highest levels of ethics and in compliance with all applicable State and Federal statutes, regulations, and guidelines. The Code of Conduct also serves to demonstrate TCHSA's dedication to providing quality care to its patients.

CODE OF CONDUCT – General Statement

- The Code of Conduct is intended to provide TCHSA employees and contractors with general guidelines to enable them to conduct the business of TCHSA in an ethical and legal manner;
- Every TCHSA employee and contractor is expected to uphold the Code of Conduct;
- Failure to comply with the Code of Conduct or failure to report non-compliance may subject the TCHSA employee or contractor to disciplinary action, up to or including termination of employment or contracted status.

CODE OF CONDUCT

- All TCHSA employees and contractors:
- Shall perform their duties in good faith and to the best of their ability.
- Shall comply with all statutes, regulations, and guidelines applicable to Federal health care programs, and with TCHSA's own policies and procedures.
- Shall refrain from any illegal conduct. When an employee or contractor is uncertain of the meaning or application of a statute, regulation, or guideline, or the legality of a certain practice or activity, he or she shall seek guidance from his or her immediate Supervisor, Division Director, the Quality Assurance Manager, the Compliance Auditor, the Assistant Executive Director-Programs, or the Assistant Executive Director-Administration.
- Shall not obtain any improper personal benefit by virtue of their employment or contractual relationship with TCHSA;

- Shall notify their Supervisor, Division Director, Assistant Executive Director-Administration, the Assistant Executive Director-Programs, or Agency Executive Director immediately upon receipt (at work or at home) of any inquiry, subpoena, or other agency or governmental request for information regarding TCHSA
- Shall not destroy or alter TCHSA information or documents in anticipation of, or in response to, a request for documents by any applicable governmental agency or from a court of competent jurisdiction;
- Shall not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, patient, resident, vendor, or any other person or entity in a position to provide such treatment or business;
- Shall not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the employee's or contractor's independent judgment in transactions involving TCHSA;
- Shall disclose to their Division Director any financial interest, official position, ownership interest, or any other relationship that they (or a member of their immediate family) has with TCHSA vendors or contractors;
- Shall not participate in any false billing of patients, governmental entities, or any other party;
- Shall not participate in preparation of any false cost report or other type of report submitted to the government;
- Shall not pay or arrange for TCHSA to pay any person or entity for the referral of patients to TCHSA, and shall not accept any payment or arrangement for TCHSA to accept any payment for referrals from TCHSA:
- Shall not use confidential TCHSA information for their own personal benefit or for the benefit of any other person or entity while employed at or under contract to TCHSA, or at any time thereafter;
- Shall not disclose confidential medical information pertaining to TCHSA's patients or clients without the express written consent of the patients or clients or pursuant to court order and in accordance with the applicable law and TCHSA applicable policies and procedures;
- Shall promptly report to the Compliance Auditor any and all violations or suspected violations of the Code of Conduct;

- Shall promptly report to the Compliance Auditor any and all violations or suspected violations of any statute, regulation, or guideline applicable to Federal health care programs or violations of TCHSA's own policies and procedures;
- Shall not engage in or tolerate retaliation against employees or contractors who report or suspect wrongdoing.

36. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The Contractor acknowledges that it is a "health care provider" for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. The Contractor agrees to use individually identifiable healthcare information obtained from the COUNTY only for purposes of providing diagnostic or treatment services to patients.

CONTRACTOR agrees to report to County any security incident or any use or disclosure of PHI (in any form) not provided for by this Agreement. Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. CONTRACTOR shall make this report by the next business day following discovery of the use, disclosure, or security incident.

37. CULTURAL COMPETENCY

Contractor shall insure that services delivered under the terms of this agreement reflect a comprehensive range of age appropriate, cost-effective, high quality intervention strategies directed so as to promote wellness, avert crises, and maintain beneficiaries within their own communities. Contractor shall make every effort to deliver services which are culturally sensitive and culturally competent and which operationalize the following values:

A. Services should be delivered in the client's primary language or language of choice since language is the primary "carrier of culture,"

B. Services should encourage the active participation of individuals in their own care, protect confidentiality at all times, and recognize the rights of all individuals regardless of race, ethnicity, cultural background, disability or personal characteristics,

C. Service delivery staff should reflect the racial, ethnic, and cultural diversity of the population being served,

D. Certain culturally sanctioned behaviors, values, or attitudes of individuals legitimately may conflict with "mainstream values" without indicating psychopathology or moral deviance,

E. Service delivery systems should reflect cultural diversity in methods of service delivery as well as policy,

F. The organization should instill values in staff which encourage them to confront racially or culturally biased behavior in themselves and others and which encourage them to increase their sensitivity and acceptance of culturally based differences.

G. Contractor's staff shall receive cultural competency training and Contractor shall provide evidence of such training to County upon request.

38. CONFIDENTIALITY OF PATIENT INFORMATION

All information and records obtained in the course of providing services under this agreement shall be confidential and Contractor shall comply with State and Federal requirements regarding confidentiality of patient information (including but not limited to section 5328 of the Welfare and Institutions Code, and Title 45, Code of Federal Regulations, including all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). All applicable regulations and statutes relating to patients' rights shall be adhered to. This provision shall survive the termination, expiration, or cancellation of this agreement.

39. PERSONNEL

Contractor shall furnish such qualified professional personnel as prescribed in Title 9 of the California Code of Regulations required for the type of services described in Section 1. All Contractor's personnel (including independent contractors) shall have the appropriate current State licensure required for their given profession.

40. COMPLIANCE AND PROGRAM INTEGRITY

Contractor shall comply with all contractual provisions pursuant to Exhibit D, "COMPLIANCE AND PROGRAM INTEGRITY," attached hereto and incorporated by reference.

41. TELECOMMUNICATION FOR ASSESSMENTS OF CLIENTS:

Contractor will utilize "VSee" software platform tool or other platform or software approved by County at the request of the County to facilitate assessments of clients.

42. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

Contractor and its Subcontractors that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104)."

43. BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

44. HATCH ACT

County agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

45. EXHIBITS

Contractor shall comply with all provisions of Exhibits A through D, 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.

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

COUNTY OF TEHAMA

Date: 6/24/26

Michelle Schmidt, Interim Executive Director

CASCADES MANAGEMENT COMPANY, LLC DBA RIDGEVIEW RESIDENTIAL CARE

Date: 6/11/26

Melissa Lance, CFO

Contractor Number

Vendor Number

Budget Account Number

Standard Form of Agreement – Services adopted 12/08/22

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

Program Review

Introduction

Contractor, located at 2096 Cascade Blvd. Shasta Lake, CA, offers a full range of mental health services and programs for adults and older adults ages 18 through 59, who are suffering from chronic and persistent mental health challenges and who are unable to provide for their own daily needs. Care is delivered by a multidisciplinary team in partnership with local providers which may include psychiatrists, nurses, social workers, care managers, mental health counselors, substance abuse counselors, vocational counselors, paraprofessionals, family members and other professionals, depending on the needs of Clients.

Contractor guides and supports individuals experiencing mental health symptoms toward recovery, psychiatric rehabilitation, and well-being. Contractor integrates evidence-based practices, individual treatment and additional resources to support a healthy mind, body and spirit. The Contractor's program provides a safe a supportive environment where residents have the opportunity to regain mental health and stability and overcome "daily living" obstacles.

Contractor's **mission** is to provide an integrated service delivery system incorporating affordable and supportive housing services through organizational strategies that deliver quality Client care and reliable outcome data under the guidance of professional program managers.

Contractor's business plan approach is an integrated services model which is designed to achieve four broad objectives; 1) to provide accessible service delivery and supportive affordable housing for Clients;

2) to control and decrease the cost of Client's mental health care; 3) to integrate Clients toward independence by utilizing existing local providers for primary and mental healthcare; and 4) to decrease homelessness, law enforcement contact, and emergency room services.

Residential Structured Programs

Contractor has developed an affordable, intensive, residential treatment program to serve adults returning to Shasta County following a psychiatric hospitalization or to provide an alternative to psychiatric hospitalization.

Contractor will serve up to 16 persons at a time in a supportive, comfortable, and structured therapeutic living environment. Contractor's second floor will be licensed as an Adult Residential Facility by Community Care Licensing, a division of the California Department of Social Services. Contractor's program (sample of program schedule below) will offer brief

intensive treatment for Clients who suffer from dual diagnosis, trauma, and mood related disorders. Contractor has the capacity to offer long-term care for persistent mental illness and for Clients who require direction with basic life skills. Clients participate in group and individual counseling, and practice living independently. In this friendly environment, they help each other by sharing their problems and living cooperatively. Use of supportive services in the community and appropriate complimentary primary care health practices is encouraged.

The Facility will be staffed at all time with sufficient numbers and competent staff to meet Client needs.

The goal of Contractor is to assist mental health Clients to stabilize their mental health condition, optimize their functioning, and return to a less restrictive level of care.

As determined by County, referrals will come from two sources; higher levels of acute, locked or other long-term placements or from lower levels of supervised or independent living. Contractor will provide a Client-driven, clinician supervised rehabilitation program model that will assist the Client in identifying, practicing and implementing those skills necessary to reduce the number of inpatient hospital days and maximize their opportunity to succeed in community-based living arrangements.

Contractor's program focus will include those areas that historically are barriers to successful and lasting transition to less restrictive levels of care; medication management and education, interpersonal coping skills development, independent living skills education and practice, and self-advocacy. Clients will remain in the program until they are able to transition to an appropriate placement identified by the treatment team and the client.

Each Client works with a multi-disciplinary team comprised of team members that possess diverse skills, with education and experience in a variety of fields, including psychiatry, social work, psychology, chemical health, nursing, case management, complementary health practices, therapeutic recreation, nutrition, and health & wellness.

Residential Non-Structured Program

Contractor provides affordable non-licensed independent apartments for up to twelve Clients with no supervision.

Admission and Discharge Criteria

Admission Criteria

Contractor's Facility is intended for individuals who have an identifiable dementia, or other mental health condition or crisis, requiring temporary or long-term placement outside of their

home. Contractor accepts "voluntary" and "conserved" Clients of County referred by County who meet the admission criteria established for the program.

Inclusions:

- Client must have a qualified mental health diagnosis;
- Client or Client's legal guardian/conservator must consent to treatment;
- Client must have an emergent or long-term related mental health need that cannot be treated at a lower level of care;
- Client must be free from alcohol or drug use for at least 24 hours prior to entering the program; and
- Client must be referred from County or have the approval of the Contractor's Medical Director.
- Client must be ambulatory.

Exclusions:

- Client must not be actively dangerous to self or others;
- Client must not have a need for a higher level of acute psychiatric care;
- Client must not have a need for acute medical treatment or nursing care;
- Client must not have an active case of communicable tuberculosis;
- Client must not have a condition that renders them bedridden; and
- Client must not have a primary diagnosis of drug or alcohol problems.

Discharge Criteria

With the exception of cases involving acute psychiatric or medical attention requiring immediate placement, the County will provide a 30 day notice for discharge to ensure all supporting documentation is prepared in a timely manner with a safe medical, psychiatric, and therapeutic transition plan.

Clients are discharged or transferred from Contractor's Facility when the Client has demonstrated that they meet all of the following criteria:

- Client has met the criteria for discharge listed in the treatment plan;
- Client has alleviated all crisis and/or other symptoms;
- Client has demonstrated ability to function in a less-restrictive environment;

If Client does not meet all of the criteria listed above, Client may be discharged or transferred from Contractor's Facility when the Client has demonstrated that they meet at least one of the following criteria:

- Client has demonstrated need for a higher level of medical or psychiatric care;
- Client has demonstrated an uncooperative attitude toward treatment and is actively engaged in counter-productive behavior;

- Client has repeatedly disregarded the rules of the Facility and/or responsibilities and expectations;
- Client has demonstrated threats and/or other dangerous behavior to other residents or staff.

Mandatory Groups

Resident's Council: Client joins the household each morning and afternoon and checks-in with "how you're doing", what their favorite part of yesterday was and their goals for the day. Clients also discuss something each one would like to do within the week as well as any group/outing requests. This meeting gives Clients a chance to check in with the household, give suggestions, make comments, air grievances, and give compliments. The Clients run this meeting independently. Staff will make any special announcements and recreation activities planned directly after the meeting when necessary.

Illness Management and Recovery (IMR) Group: In IMR Clients learn about mental illness and strategies for treatment, how to decrease symptoms, and how to reduce relapses and re-hospitalizations. This group will help identify personal recovery goals and will include homework to support in making progress toward goals.

Daily Chores and Field Day Group: Clients work together as a house to get daily chores accomplished after meal times. Chores can include but are not limited to taking trash out, cleaning counters and tables, sweeping, mopping, wiping down furniture, cleaning windows, disinfecting handles and light switches, vacuuming, outside clean up, bathrooms, and chore/med/meal helpers to prompt other clients for each activity. Once a week the clients participate in Field Day Group which involves a deep clean of their rooms and stripping their beds of linens to ensure they are cleaned thoroughly at least once per week. Clients also have their own personal laundry times and learn to launder independently.

Coping Skills Group: In this Group, Clients learn skills to cope with change, and improve their mental health. Clients learn mindfulness, emotion regulation, interpersonal effectiveness, distress tolerance, and breathing techniques. Clients develop improved decision making skills, better problem solving abilities, and the ability to set boundaries and communicate effectively. Clients will also learn to identify stressors, reducing stress, connecting with people, and managing anger and anxiety.

Elective Groups

Independent Living Skills Group: This group discusses all the topics it takes to live independently. Clients pick their goals and get support and feedback from others.

Dual Recovery Group: This group is an educational support group for residents who want to reduce their use of drugs or alcohol or stop using substances altogether. This group is also appropriate for those who would like support in maintaining their sobriety.

Therapeutic Art Group: Clients learn more about their creative side by spending time getting to know themselves better and have fun with art.

Social Relationships Group: This group discusses topics like; communication, self-esteem, family relationships, friends, anger education, assertiveness, self-improvement, and much more. This group will help Clients practice the skills it takes to have positive relationship experiences.

Brain Train Group: In this group, Clients learn how to increase memory, concentration, attention and focus, through learning and practice of research-based strategies for improving the brain in all these areas. During this group Clients spend time doing pencil puzzles, strategy games, memory games and learning the cognitive benefits of this practice.

Mindful Movement Group: In this group, Clients learn exercises that can relieve anxiety and help improve mood, energy, and concentration. These exercises are safe, gentle and easy to learn.

We Fit!: This group's focus is to increase resident's physical movement. When the weather is pleasant, this time is used for the walking group. When weather is less than pleasant, other activities are used to increase movement, for example, Wii Fit, walking local malls, etc.

Relaxation Group: This is a very easy group which provides a pleasant experience of deeper relaxation. No previous experience is necessary. The group facilitator guides the group using nature music, simple breathing and a guided imagery format.

Open Process/Men's & Women's Group: These groups are just as they sound. The groups rotate; with open process every other week and then men's group and women's group monthly. It is an open group to discuss whatever is on your minds. Focus will be primarily on feelings, current concerns, and potential solutions. One of the main goals of this group is for group members to support each other in getting and giving advice and support. Men's group will focus on male Client' s concerns or issues, Women ' s group will focus on female Client's concerns or issues.

Family and Friends Group: Join this group for treats, conversation, and education. This is a chance for Client's family members and friends to learn more about recovery, facts about mental illness, self-care and problem-solving techniques. This group is open to Clients and any family member or close friend the Client wishes to invite.

Vocational Group: This group is facilitated by Clients and the focus in on chemical dependency issues, spiritual support, and recovery. There are no requirements for membership or to attend.

Activities

Community Outings: Outings are planned at the request of Clients. Outings with staff go to places like movies, bowling, playing pool, etc. For independent outings, staff will help coordinate with other Clients, provide a gift card (such as for coffee or bowling), and Client will go on their own. Suggestions are welcomed.

Basic Needs: This is a time when our Independent Living Skills Coordinator assists with basic ADLs, nutrition and meal planning, budgeting, banking, and transportation skills. When and where appropriate, clients are taken into the community to attempt these skills with supervision.

Game Groups/Nights: Clients can play games with peers for a chance to win prizes. Clients also can participate in monthly billiards, corn hole, mummy, and basketball tournaments. Clients also have trivia, karaoke, and other game groups throughout their monthly Activity Schedules.

End of Exhibit B

Exhibit C

RIDGEVIEW RESIDENTIAL CENTER

Cascades Management Company LLC
1255 Stabler Lane
Yuba City, CA 95993

Melissa Lance, CFO
mlance@hmcg.us
(530) 751-9906

To: Mental Health Director/Contract Manager

From: Melissa Lance, CFO

Date: April 15, 2026

Re: Ridgeview Residential Center Rate for FY 2026-2027

Dear: Mental Health Director

As Ridgeview Residential Center heads into its 11th year of service, we have worked hard to maintain our daily rates in the face of ever-increasing cost, while at the same time providing the high level of quality care that we have become known for. Beginning July 1, 2026, our daily rate will remain at $195.00.

Published Rates for Fiscal Year 2026-2027

Ridgeview Residential Facility	$195.00 per day

This daily rate will allow us to meet our operational obligation while maintaining our service commitments to the counties and the patients they entrust in our care.

It continues to be our focus to provide the service that you have come to expect from us over the years, and we pledge to uphold that standard.

Sincerely,

Melissa Lance, CFO

Cascade Management Company, LLC
DBA Ridgeview Residential Center

End of Exhibit C

Exhibit D

COMPLIANCE AND PROGRAM INTEGRITY

Evidence of Contractual Compliance

Contractor shall document evidence of compliance with all contractual provisions and provide to County upon request.

Exclusions Checks

Consistent with the requirements of 42 Code of Federal Regulations, (C.F.R.) part 455.436, Contractor shall confirm the identify and determine the exclusion status of all providers (employees and subcontractors), as well as any person with an ownership or control interest, or who is an agent or managing employee of Contractor through monthly checks of Federal and State databases. The databases to be included are:

A. The Social Security Administration's Death Master File
B. The National Plan and Provider Enumeration System (NPPES)
C. The Office of Inspector General's List of Excluded Individuals/Entities (LEIE)
D. The System for Award Management (SAM)
E. The California Department of Health Care Services (DHCS) Medi-Cal Suspended and Ineligible Provider List (S & I List)

Contractor shall retain evidence of monthly checks and provide to County upon request. If the Contractor finds a party that is excluded, Contractor shall notify the County within one (1) business day. Contractor shall not permit an excluded provider to render services to a County client.

Ownership Disclosure

Pursuant to the requirements of 42 C.F.R. § 455.104, Contractor must make disclosures regarding any person (individual or corporation) who has an ownership or control interest in the Contractor, whether the person (individual or corporation) is related to another person with an ownership or control interest in the Contractor as a spouse, parent, child, or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Contractor has a five percent (5%) or more interest is related to another person with ownership or control interest in the Contractor as a spouse, parent, child or sibling.

The term "person with an ownership or control interest" means, with respect to the Contractor, a person who:

A. Has directly or indirectly an ownership of five percent (5%) or more in the Contractor; or
B. Is the owner of a whole or part interest in any mortgage, deed of trust, note, or other obligation secured in whole (or in part) by the Contractor or any property of or assets thereof, which whole or part interest is equal to or exceeds five percent (5%) of the total property and assets or the entity; or
C. Is an officer or director of the Contractor if the Contractor is organized as a corporation; or
D. Is a partner in the Contractor, if the Contractor is organized as a partnership

Contractor will provide County the following disclosures prior to the execution of this contract (and annually thereafter), prior to its extension or renewal (and annually thereafter), and within thirty five (35) days after any change in Contractor ownership:

A. The name and address of any person (individual or corporation) with an ownership or control interest in the Contractor. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
B. Date of birth and Social Security Number (in the case of an individual);
C. Other tax identification number [in the case of a corporation with an ownership or control interest in the Contractor or in any subcontractor in which the Contractor has a five percent (5%) or more interest];
D. Whether the person (individual or corporation) with an ownership or control interest in the Contractor is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Contractor has a five percent (5%) or more interest is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling;
E. The name of any other disclosing entity in which the Contractor has an ownership or control interest. Other disclosing entity means any other Medicaid disclosing entity and any entity that does not participate in Medicaid, but is required to disclose certain ownership and control information because of participation in any of the programs established under title V, XVIII, or XX of the Act. This includes:
    (1) Any hospital, skilled nursing facility, home health agency, independent clinical laboratory, renal disease facility, rural health clinic, or health maintenance organization that participates in Medicare (title XVIII);
    (2) Any Medicare intermediary or carrier; and
    (3) Any entity (other than an individual practitioner or group of practitioners) that furnishes, or arranges for the furnishing of, health-related services for which it claims payment under any plan or program established under title V or title XX of the Act.
    (4) The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.

Business Transactions Disclosure

Contractor must submit disclosures and updated disclosures to County regarding certain business transactions within thirty five (35) days, upon request. The following must be disclosed:

A. The ownership of any subcontractor with whom Contractor had business transactions totaling more than $25,000 during the 12-month period ending on the date of request; and
B. Any significant business transactions between Contractor and any wholly owned supplier, or between Contractor and any subcontractor, during the 5-year period ending on the date of request.

Persons Convicted of Crimes Disclosure

Contractor shall submit the following disclosures to County regarding Contractor's management prior to execution of this contract and at any time upon County request:

(A) The identity of any person who is a managing employee of Contractor who has been convicted of a crime related to federal health care programs. [42 C.F.R. § 455.106(a)(1), (2).]

(B) The identity of any person who is an agent of Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 C.F.R. § 455.101.

Criminal Background Checks

Contractor must require providers (employees and contracted) to consent to criminal background checks including livescans pursuant to 42 C.F.R. 455.434(a). Upon DHCS' determination that Contractor or a person with a five percent (5%) or more direct or indirect ownership interest in Contractor meets DHCS' criteria for criminal background checks as a high risk to the Medicaid program, Contractor's providers (employees and contracted) must submit livescans pursuant to 42 C.F.R. 455.434(b)(1).

End of Exhibit D

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: Cascades Management Company, LLC

Contract Description: For the purpose of providing adult residential care home services for clients of Tehama County

APPROVED AS TO FORM:

Date: 06/23/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-1212 **Agenda Date:** 7/7/2026 **Agenda #:** 4.

HEALTH SERVICES AGENCY / MENTAL HEALTH

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Interim Executive Director to sign Amendment No.1 to Misc. Agreement 2025-149 with Davis Guest Home, Inc. for the purpose of providing community mental health services to certain residents, thereby amending the rates set forth in Exhibit “B”, for a total compensation not to exceed $450,000, with a term of 7/1/25 through 6/30/27

Financial Impact:
Budget Unit is 40131 for Mental Health. There is no change to the total compensation amount. Costs of services will be paid for with Mental Health realignment funds and/or Mental Health Services Act dollars allocated for medically necessary services.

Background Information:
On 6/10/25, the Board of Supervisors approved the Misc. Agreement #2025-149 with Davis Guest Home for the purpose of providing long term residential services to residents of Tehama County. Amendment #1 is to update Exhibit B to include the rates for Fiscal Year 26/27. There is no change to the term or the overall compensation amount.

If the Amendment is not approved, clients in need of these long-term services who are referred to the Department will not have the benefit of this location or programs to meet their needs. This could result in clients being placed at further distances and cause disruptions and delays for clients for these residential services.

AMENDMENT #1

TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND DAVIS GUEST HOME, INC.

This Amendment #1 to Agreement Number 2025-149, dated May 9, 2025, by and between the County of Tehama, through its Health Services Agency (County) and Davis Guest Home, Inc. (Contractor) for the provision of community mental health services, shall be amended as follows:

Section 3. Compensation to be replaced in its entirety as set forth below:

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 total annual compensation payable to Contractor under this agreement shall not exceed $225,000.00 in any one fiscal year (July 1 – June 30). The Maximum Compensation payable under this Agreement shall not exceed $450,000.00. 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.

Exhibit B shall be replaced in its entirety to include updated rates for Fiscal Year 2026/2027 as set forth on pages 3-5 of this amendment.

It is mutually agreed that all other terms and conditions of Agreement Number 2025-149 shall remain in full force and effect.

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

COUNTY OF TEHAMA

Date: 6/23/26

Michelle Schmidt

Michelle Schmidt, Interim Executive Director

DAVIS GUEST HOME, INC, a California Corporation

Date: 6/18/26

Lonny Davis

Lonny Davis, President/Owner

111467
Vendor Number

Exhibit B

Davis Guest Home
personalized residential care

Fiscal Year 2026-2027 Rate Sheet

Transitional Rate Program/Services:

SSI*	$1444.07
SSI / SSA*	$1464.07
Daily Patch Rate	$190.00

**conservatorship renewals included

Board and Care shall be paid from the Clients SSI or SSI/SSA benefits. If the Client does not yet receive SSI or SSI/SSA benefits, or those benefits have been diminished due to back payments owed to other entities, or do not reflect standard residential care rates, COUNTY will provide payment to cover the delinquent and/or amount owed. *The Clients SSI or SSI/SSA monthly residential board and care rate is currently $1,444.07 per month for a Client who receives one check and $1,464.07 for a Client who receives two checks (this monthly amount is subject to annual adjustments by the Federal Government and State of California), which adjustments shall be effective without the need for any amendment to the Agreement. COUNTY will be responsible to cover SSI/SSA benefits as well as a $3.00 per day personal and incidental allotment within 30 days of being delinquent and continuing until Client is removed from Davis Guest Home or SSI/SSA benefits are restored.

In special situations Davis Guest Homes may require an adjustment to the daily rate based upon acuity, medical complexity, private room accommodations, and behavior problems requiring staff interventions beyond typical staff to Client ratios. The rates may vary between $375.00 and $1,000.00 daily for higher acuity. Behavioral patches may also apply and vary between $250-$500 daily. Private room rates are $325 daily, and higher acuity private room rates vary between $500-$1000 daily. COUNTY agrees to pay invoices for services provided by Davis Guest Homes within 30 days.

In the event that a Client is required to register as a sex offender under California Penal Code Section 290, the patch rate will be $200 daily. In the event that a Client is either on Parole or in a Probationary status, the patch rate will be $250 daily to CONTRACTOR as long as the Parole and/or Probation is in effect.

**CONTRACTOR will include Conservatorship Renewals with the daily patch provided the conservatee is a Client of Davis Guest Home at the time of conservatorship renewal.

COUNTY agrees that in the event individuals placed with CONTRACTOR are no longer conserved by COUNTY, CONTRACTOR will be notified as to the change of Conservator status.

COUNTY agrees to continue case management responsibility for any Client whose COUNTY conservatorship terminates while at CONTRACTOR'S facility. COUNTY further agrees to work towards avoiding a non-conserved Client leaving CONTRACTOR'S facility and becoming a Stanislaus permanent resident. All efforts will be made to relocate such a Client to the COUNTY of origin for placement.

Before placement, all Clients of Davis Guest Homes must have in place some form of medical insurance, or provision for medical care and treatments including payment arrangements.

In the event that a Client has a medical appointment that is not within Stanislaus County, COUNTY agrees that if CONTRACTOR provided transportation is necessary, that advance notice of at least five business days will be provided to CONTRACTOR, and that CONTRACTOR will determine their ability to provide these services. COUNTY will provide payment of $600 to CONTRACTOR for each agreed appointment. In the case that at least five business days of advanced notice is not provided, CONTRACTOR may offer transportation at a rate exceeding the $600 per appointment rate above.

Augmented services provided by CONTRACTOR such as extraordinary staffing requests, Clients requiring special medical attention waivers or treatments and other enhanced services may be negotiated on an individual basis.

COUNTY shall continue payments for Clients participating in the program when a Client is absent for a short period of time which is defined as not more than 7 days of non-medical leave and not more than 7 days of medical leave upon prior notification by CONTRACTOR.

CONTRACTOR will hold a Client's bed for a total of 7 days for in-patient hospitalizations (Medical and/or Psychiatric) per occurrence, and 7 days per month for overnight passes. COUNTY may secure extensions beyond 7 days with written notice to CONTRACTOR Administration. Hospital days as well as other passes require payments to CONTRACTOR for these held days.

COUNTY will give CONTRACTOR Administration a written two-week notice to terminate a Client's placement at CONTRACTOR's facility. COUNTY agrees to be responsible for two weeks of payment for the bed if the Client is discharged prior to the end of the notice period. COUNTY agrees to pay for any days accrued beyond the notice period through the actual discharge date.

COUNTY shall be responsible to remove a Client within 30 days upon notification that they have failed placement, or if in the opinion of Davis Guest Home Administration, they are no

longer appropriate for the level care at Davis Guest Homes. In the event a Client is not relocated within 30 days (as stipulated in our Admission Agreement), COUNTY will pay an additional $200 per day on day 31 until the Client is relocated.

COUNTY agrees to provide Davis Guest Homes names and contact information (including after-hours contact numbers) for Case Managers and or Conservators in the event of emergencies. Emergency contacts must be available to respond to calls within one hour.

CONTRACTOR agrees to adhere to and comply with staff training requirements imposed by the Department of Social Services, Community Care Licensing Division, and Stanislaus County. Additional training requirements which are unique and county specific may not be added to the contract language.

Davis Guest Homes record retention policy is three (3) years following termination of service to the Client as required by; Community Care Licensing, Title 22, Section 87506.

End of Exhibit B

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: Davis Guest Home, Inc.

Contract Description: For the purpose of amending Agreement Number 2025-149

APPROVED AS TO FORM:

Date: 06/22/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Minutes Certification

File Number: 25-0858 **Enactment Number: MISC. AGR 2025-149**

5. HEALTH SERVICES AGENCY / MENTAL HEALTH 25-0858

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the agreement with Davis Guest Home, Inc. for the purpose of providing community mental health services to certain residents for the rates as set forth in

Exhibit “B” with total compensation not to exceed $450,000, effective 7/1/25 and shall terminate 6/30/27 *(Subject to receipt of required insurance documentation)*

Enactment No: MISC. AGR 2025-149

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	Greg Jones
SECONDER:	Pati Nolen
AYES:	Supervisor Jones, Vice Chair Nolen, and Chairperson Hansen
NAYS:	Supervisor Burroughs
ABSENT:	Supervisor Walker

RESULT: APPROVE

I, SEAN HOUGHTBY, 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 6/10/2025.

Attest: **June 12, 2025**

Date Certified

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND DAVIS GUEST HOME, INC.

This agreement is entered into between the County of Tehama, through its Health Services Agency, ("County") and Davis Guest Home, Inc. a California Corporation ("Contractor") for the purpose of providing community mental health services to certain residents of Tehama County, determined by County's Mental Health Division to be in need of such services.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall provide community mental health services for the mentally disordered pursuant to the provisions of the Bronzan-McCorquodale Act contained in the California Welfare and Institutions Code as it may be amended from time to time by the California legislature. These services shall be provided at Contractor's Facilities. Facility's Description of Services and Program Design is described in Exhibit "C" attached hereto and incorporated by reference.

Contractor shall provide only those services for which a written authorization from County has been received. Services provided without prior written authorization from County will be the responsibility of the Contractor and will not be reimbursed by County.

2. RESPONSIBILITIES OF THE COUNTY

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

In special situations, County will provide written pre-authorization for an adjustment to the daily patch rate to Contractor based upon acuity, medical complexity, situations requiring a private room and behavior problems requiring staff interventions beyond typical staff to client ratios.

County will provide written pre-authorization for Contractor to hold a resident's bed for a total of 10 days for in-patient hospitalization (medical and/or psychiatric) per occurrence and 7 days per month for overnight passes.

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 $450,000.00. 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 July 1, 2025, and shall terminate June 30, 2027, unless terminated in accordance with section 6 below.

6. TERMINATION OF AGREEMENT

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. Either party may terminate this agreement on 30 days' written notice. 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 the Health Services Agency's 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 ensure 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
If to Contractor:	Davis Guest Home 1878 E Hatch Rd Modesto, CA 95351 209-538-1496

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. STANDARDS OF THE PROFESSION

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

21. LICENSING OR ACCREDITATION

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

22. 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.

23. 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.

24. 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.

25. 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.

26. MONITORING

Contractor agrees to extend to the Mental Health Director or designees, the right to review and monitor records pertaining to client progress in, and provision and quality of the following activities:

A. Facility program development and implementation as related to the goals and objectives identified in the clients' Individual Service Plan.

B. Supportive and Supervisory Services designed to provide for basic living and care needs, as well as services designed to augment these basic needs.

C. The Contractor agrees to meet with the Mental Health Director or designee a minimum of one time per month, or if necessary, more frequently, on a mutually agreed upon schedule for the purpose of assessing the clients' progress and needs as related to the implementation of the clients' Individual Service Plan.

27. CONSERVATOR STATUS

County agrees that in the event an individual placed with Contractor is no longer conserved by the Tehama County Public Guardian/Public Administrator, Contractor will be notified as to the change of Conservatorship status. County shall make arrangements with Contractor to remove said individual and transfer them out of Contractor’s facility. County shall have 24 hours, after

notification, to make discharge arrangements for client. However, it is recognized that County may not be able to make such arrangements within this period. Contractor will make every reasonable effort to assist County with discharge planning, including provision of clinical information necessary to support placement attempts.

28. CODE OF CONDUCT

Tehama County Health Services Agency (TCHSA) maintains high ethical standards and is committed to complying with all applicable statutes, regulations, and guidelines. The TCHSA and each of its employees and contractors shall follow an established Code of Conduct.

PURPOSE

The purpose of the TCHSA Code of Conduct is to ensure that all TCHSA employees and contractors are committed to conducting their activities in accordance with the highest levels of ethics and in compliance with all applicable State and Federal statutes, regulations, and guidelines. The Code of Conduct also serves to demonstrate TCHSA's dedication to providing quality care to its patients.

CODE OF CONDUCT – General Statement

- The Code of Conduct is intended to provide TCHSA employees and contractors with general guidelines to enable them to conduct the business of TCHSA in an ethical and legal manner;
    - Every TCHSA employee and contractor is expected to uphold the Code of Conduct;
- Failure to comply with the Code of Conduct or failure to report non-compliance may subject the TCHSA employee or contractor to disciplinary action, up to or including termination of employment or contracted status.

CODE OF CONDUCT

- All TCHSA employees and contractors:
- Shall perform their duties in good faith and to the best of their ability.
- Shall comply with all statutes, regulations, and guidelines applicable to Federal health care programs, and with TCHSA's own policies and procedures.
- Shall refrain from any illegal conduct. When an employee or contractor is uncertain of the meaning or application of a statute, regulation, or guideline, or the legality of a certain practice or activity, he or she shall seek guidance from his or her immediate Supervisor,

Division Director, the Quality Assurance Manager, the Compliance Auditor, the Assistant Executive Director-Programs, or the Assistant Executive Director-Administration.

- Shall not obtain any improper personal benefit by virtue of their employment or contractual relationship with TCHSA;
- Shall notify their Supervisor, Division Director, Assistant Executive Director-Administration, the Assistant Executive Director-Programs, or Agency Executive Director immediately upon receipt (at work or at home) of any inquiry, subpoena, or other agency or governmental request for information regarding TCHSA;
- Shall not destroy or alter TCHSA information or documents in anticipation of, or in response to, a request for documents by any applicable governmental agency or from a court of competent jurisdiction;
- Shall not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, patient, resident, vendor, or any other person or entity in a position to provide such treatment or business;
- Shall not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the employee's or contractor's independent judgment in transactions involving TCHSA;
- Shall disclose to their Division Director any financial interest, official position, ownership interest, or any other relationship that they (or a member of their immediate family) has with TCHSA vendors or contractors;
- Shall not participate in any false billing of patients, governmental entities, or any other party;
- Shall not participate in preparation of any false cost report or other type of report submitted to the government;
- Shall not pay or arrange for TCHSA to pay any person or entity for the referral of patients to TCHSA, and shall not accept any payment or arrangement for TCHSA to accept any payment for referrals from TCHSA:
- Shall not use confidential TCHSA information for their own personal benefit or for the benefit of any other person or entity while employed at or under contract to TCHSA, or at any time thereafter;
- Shall not disclose confidential medical information pertaining to TCHSA's patients or clients without the express written consent of the patients or clients or pursuant to court

order and in accordance with the applicable law and TCHSA applicable policies and procedures;

- Shall promptly report to the Compliance Auditor any and all violations or suspected violations of the Code of Conduct;
- Shall promptly report to the Compliance Auditor any and all violations or suspected violations of any statute, regulation, or guideline applicable to Federal health care programs or violations of TCHSA's own policies and procedures;
- Shall not engage in or tolerate retaliation against employees or contractors who report or suspect wrongdoing.

29. HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

The Contractor acknowledges that it is a "health care provider" for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. The Contractor agrees to use individually identifiable healthcare information obtained from the County only for purposes of providing diagnostic or treatment services to patients.

Contractor agrees to report to County any security incident or any use or disclosure of PHI (in any form) not provided for by this Agreement. Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Contractor shall make this report by the next business day following discovery of the use, disclosure, or security incident.

30. CULTURAL COMPETENCY

Contractor shall insure that services delivered under the terms of this agreement reflect a comprehensive range of age appropriate, cost-effective, high quality intervention strategies directed so as to promote wellness, avert crises, and maintain beneficiaries within their own communities. Contractor shall make every effort to deliver services which are culturally sensitive and culturally competent and which operationalize the following values:

A. Services should be delivered in the client's primary language or language of choice since language is the primary "carrier of culture,"

B. Services should encourage the active participation of individuals in their own care, protect confidentiality at all times, and recognize the rights of all individuals

regardless of race, ethnicity, cultural background, disability or personal characteristics,

C. Service delivery staff should reflect the racial, ethnic, and cultural diversity of the population being served,

D. Certain culturally sanctioned behaviors, values, or attitudes of individuals legitimately may conflict with "mainstream values" without indicating psychopathology or moral deviance,

E. Service delivery systems should reflect cultural diversity in methods of service delivery as well as policy,

F. The organization should instill values in staff which encourage them to confront racially or culturally biased behavior in themselves and others and which encourage them to increase their sensitivity and acceptance of culturally based differences.

G. Contractor's staff shall receive cultural competency training and Contractor shall provide evidence of such training to County upon request.

31. CLINICAL RECORDS

Contractor shall maintain adequate records. Patient records must comply with all appropriate State and Federal requirements. Individual records shall contain intake information, interviews, and progress notes. Program records shall contain detail adequate for the evaluation of the service. Contractor agrees that its inability to produce records adequate for evaluation of the service shall constitute ground for audit exception and denial of Contractor's claim for payment for those services. Contractor shall provide monthly reports to the County in conformance with the Client and Service Information (CSI) System as prescribed by the State Department of Mental Health.

If Contractor maintains an Electronic Health Record (EHR) with Protected Health Information (PHI), and an individual request a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable the County to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. Section 17935(e) and the HIPAA regulations.

32. DRUG-FREE WORK PLACE

The Contractor and the Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither the Contractor nor the Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances as defined in 21 USCA 812, including but not limited to Marijuana, Heroin, Cocaine, and Amphetamines at any of the Contractor's facilities or worksites. If the Contractor or any employee of the Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a Contractor facility or worksite of which the Contractor has knowledge, the Contractor within five (5) days thereafter, shall notify the Tehama County Health Services Agency, Alcohol and Drug Program Administrator, or his/her designee, for County. Violation of this provision shall constitute a material breach of this Agreement.

33. CONFIDENTIALITY OF PATIENT INFORMATION

All information and records obtained in the course of providing services under this agreement shall be confidential and Contractor shall comply with State and Federal requirements regarding confidentiality of patient information (including but not limited to section 5328 of the Welfare and Institutions Code, and Title 45, Code of Federal Regulations, including all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). All applicable regulations and statutes relating to patients' rights shall be adhered to. This provision shall survive the termination, expiration, or cancellation of this agreement.

34. PERSONNEL

Contractor shall furnish such qualified professional personnel as prescribed in Title 9 of the California Code of Regulations required for the type of services described in Section 1. All Contractor's personnel (including independent contractors) shall have the appropriate current State licensure required for their given profession.

35. COMPLIANCE AND PROGRAM INTEGRITY

Contractor shall comply with all contractual provisions pursuant to Exhibit E, "COMPLIANCE AND PROGRAM INTEGRITY," attached hereto and incorporated by reference.

36. TELECOMMUNICATION FOR ASSESSMENTS OF CLIENTS

Contractor will utilize "VSee" software platform tool or other platform or software approved by County at the request of the County to facilitate assessments of clients.

37. EXHIBITS

Contractor shall comply with all provisions of Exhibits A through E, 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 Exhibits, the mail body of the Agreement shall take precedence.

38. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

39. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

Contractor and its Subcontractors that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104)."

40. **BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352)**

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

41. **HATCH ACT**

County agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

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

Date: 5-9-25

COUNTY OF TEHAMA

Jayme S. Bottke, Executive Director

Date: 5/8/2025

DAVIS GUEST HOME, INC, a California Corporation

Lonny Davis, President/Owner

111467
Vendor 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

Davis Guest Home
personalized residential care

Fiscal Year 2025-2026 Rate Sheet

Transitional Rate Program/Services:

SSI*	$1420.07
SSI / SSA*	$1440.07
Daily Patch Rate	$175

**conservatorship renewals included

Board and Care shall be paid from the clients SSI or SSI/SSA benefits. If the client does not yet receive SSI or SSI/SSA benefits, or those benefits have been diminished due to back payments owed to other entities, or do not reflect standard residential care rates, COUNTY will provide payment to cover the delinquent and/or amount owed. *The clients SSI or SSI/SSA monthly residential board and care rate is currently $1,420.07 per month for a client who receives one check and $1,440.07 for a client who receives two checks (this monthly amount is subject to annual adjustments by the Federal Government and State of California), which adjustments shall be effective without the need for any amendment to the Agreement. COUNTY will be responsible to cover SSI/SSA benefits and $3.00 per day personal and incidental allotment within 30 days of being delinquent and continuing until Resident is removed from Davis Guest Home or SSI/SSA benefits are restored.

In special situations Davis Guest Homes may require an adjustment to the daily rate based upon acuity, medical complexity, and behavior problems requiring staff interventions beyond typical staff to client ratios. The rates may vary between $350.00 and $1,000.00 daily for higher acuity, and $325.00 for private rooms. Behavioral patches may also apply and vary between $250-$450 daily. COUNTY agrees to pay invoices for services provided by Davis Guest Homes within 30 days.

**CONTRACTOR will include Conservatorship Renewals with the daily patch provided the conservatee is a Resident of Davis Guest Home at the time of conservatorship renewal.

COUNTY agrees that in the event individuals placed with CONTRACTOR are no longer conserved by COUNTY, CONTRACTOR will be notified as to the change of Conservator status.

COUNTY agrees to continue case management responsibility for any client whose COUNTY conservatorship terminates while at CONTRACTOR'S facility. COUNTY further agrees to work towards avoiding a non-conserved client leaving CONTRACTOR'S facility and becoming a Stanislaus permanent resident. All efforts will be made to relocate such a client to the COUNTY of origin for placement.

Before placement, all Residents of Davis Guest Homes must have in place some form of medical insurance, or provision for medical care and treatments including payment arrangements.

COUNTY shall pay the daily rate for clients participating in the program when a client is absent for a short time which is defined as not more than (7) of non-medical leave and not more than (10) days of medical leave upon prior notification by CONTRACTOR.

COUNTY will give CONTRACTOR a written two-week notice upon terminating a Resident's placement at CONTRACTOR's facility. Residents that are moved from CONTRACTORs facility without providing a two-week written notice, or before the date indicated on the notice, COUNTY will be responsible for payment of the term indicated in the termination notice.

CONTRACTOR will hold a Resident's bed for a total of ten days for in-patient hospitalizations (Medical and or Psychiatric) per occurrence and seven days per month for overnight passes. Upon written requests, exceptions can be accepted with COUNTY approval. Hospital days and passes require payment to CONTRACTOR within the time frame indicated above, extensions may be secured with written notice to CONTRACTOR.

COUNTY shall be responsible to remove a Resident within 30 days upon notification that they have failed placement, or if in the opinion of Davis Guest Home Administration, they are no longer appropriate for the level care at Davis Guest Homes. In the event a Resident is not relocated within 30 days (as stipulated in our Admission Agreement), COUNTY will pay an additional $200 per day on day 31 until the Resident is relocated.

COUNTY agrees to provide Davis Guest Homes names and contact information (including after-hours contact numbers) for Case Managers and or Conservators in the event of emergencies. Emergency contacts must be available to respond to calls within one hour.

CONTRACTOR agrees to adhere to and comply with staff training requirements imposed by the Department of Social Services, Community Care Licensing Division, and Stanislaus County. Additional training requirements which are unique and county specific may not be added to the contract language.

Davis Guest Homes record retention policy is three (3) years following termination of service to the Resident as required by; Community Care Licensing, Title 22, Section 87506:

Augmented services provided by Davis Guest Home such as transportation outside of Stanislaus COUNTY, extraordinary staffing requests, Residents requiring special medical attention waivers or treatments and other enhanced services may be negotiated on an individual basis.

Exhibit C

Davis Guest Home
personalized residential care

Protocol for Returning an LPS Conserved Client from an Out-Of-County Placement

This protocol pertains to Lanterman Petris Short (LPS) conserved clients placed in out-of-county facilities that need psychiatric hospitalization. Behavioral Health and Recovery Services (BHRS) and the Public Guardian will make every effort to ensure that clients are transported back to their county-of-origin in a timely and efficient manner. The following steps will be followed to arrange transport back to the county-of-origin.

Emergency

The facility will call 911 and have the client transported to the nearest emergency department. The hospital's emergency department will be directed to contact the county-of-origin's Psychiatric Emergency Services (PES) so transport can be arranged between the local hospital's emergency department and the county-of-origin.

Non-Emergency (Patient will be picked up within 3 hours)

Within Business Hours

- If an acute client incident occurs Monday-Friday during business hours, the facility will contact the count-of-origin. The county will be advised that "your county has an LPS conserved client that needs to return to the county-or-origin."
- The PES will contact our contracted ambulance company immediately. If available, a Basic Life Support (BLS) rig will be dispatched to the facility.
- If a BLS rig is not available during business hours, the facility will contact a local ambulance company to transport the client to the nearest hospital for medical clearance. The hospital's emergency department will be directed to contact the county-of-origin so transport can be arranged between the emergency department and the county-of-origin.

Non-Business Hours

- If an acute incident occurs during non-business hours, the facility will contact the county-of-origin. They may attempt to contact the contracted ambulance company, but in the event a BLS rig is not available, the facility will contact a local AB ambulance company to arrange transport.
- If the local ambulance company needs to transport the client to the nearest hospital for medical clearance, the facility will direct the hospital's emergency department to

contact the county-of-origin so transportation may be arranged between the emergency department and county-of-origin.

Scheduled Transport

If a non-acute transport to the hospital needs to be arranged, the facility will contact the county-of-origin 24-hours in advance. The facility will arrange for the contracted ambulance company to pick up the client the following day.

End of Exhibit C

Exhibit D

DESCRIPTION OF SERVICES AND PROGRAM DESIGN FOR DAVIS GUEST HOME

1. History of Organization

Davis Guest Home Inc. has operated Residential Care Facilities since 1962. Davis Guest home has long enjoyed a reputation of providing quality care and services for individuals who require a level of care not generally provided by typical residential care homes.

2. Mission Statement

Davis Guest Home is designed as a residential care facility offering a broad range of services to residents requiring a structured environment due to mental health challenges. Our structured environment functions within a non-restrictive, supervised program that focuses on each resident's specific needs and interests. Davis Guest Home is unique among the larger facilities in Central California in that it has maintained a home-like environment while providing a structured program for clients in transition. This has been accomplished by carefully selecting personnel who genuinely care for our residents and by maintaining an ongoing training program for all levels of staff.

An environment of respect, encouragement, and appreciation is provided for each of our residents' participating in our program. Residents are encouraged and given support in discovering and acquiring independent living skills and self-help management skills. Residents are also encouraged to participate in many out-of-home activities that are provided in an effort to normalize lifestyles and allow social training opportunities within the community. These objectives support our desire to help each resident reach and maintain his/her highest possible quality of life. It is our expectation at Davis Guest Home that each resident will achieve individualized goals that will result in their being reintegrated into their home community as soon as possible.

Davis Guest Home's view our relationship with residents as a continuum of mental health services. We are committed to the team concept in assisting the client participation in recovery. This team includes the facility, our case management team, our local emergency acute inpatient hospitals, the conservator, the psychiatrist, the resident's family, case manager, and the resident. We are dedicated to facilitating, planning and communication between all of the individuals and agencies that participate in the treatment strategies affecting residents.

3. Goals and Outcomes

Davis Guest Home instructs and encourages clients to participate in tasks that promote independent living skills. As a result of residing at Davis Guest Home and participating in our full range of activities we expect each individual will experience an enrichment of life. This may be evidenced in many different ways:

1. An ability to interact in the community in a socially acceptable manner.
2. An increased awareness of resources within the community that are available for the resident's information, recreation, transportation, etc.
3. The development of personal hygiene, grooming, dressing, and household living skills.
4. The development and discipline of social interaction skills with family members, staff and other residents.

4. Current Programs and Services Offered

Davis Guest Home is dedicated to discovering each resident's interests and goals and to assist our residents in achieving these with training opportunities, education and individualized interventions. Each day Davis Guest Home provides opportunities for residents to participate in activities or educational opportunities which may include the following:

Educational:
Money Management/Budgeting Training
Public Transportation Access/Utilization
Interpersonal/Dyadic Communications Skills
Family and Peer Relational Processes
Nutrition/Menu Planning and Food Preparation
Responsibility Orientation, Cause/Effect Sequences
Chemical Dependency/Substance Abuse Awareness

Socialization/Group Interactions:
Current Events/Cultural Relativity
Problem Solving/Life challenge-bridge
Self-Disclosure/Transparency Therapy
Healthy Responses to relational Pain/Trust Development
Self Acceptance Support Group
Medication Support Group

Entertainment/Recreation:
Annual trips to theme parks
Annual "Sierra Safari" fishing trips
Concerts and Community Events
Holiday Celebrations
Movies, Games, Team Sports-
AAA Baseball (Modesto Nuts)
Stock car races (Madera Speedway)
Bingo Bonanza
Talent Shows/Competition
Pizza/Ice Cream Socials
Shopping Trips
Birthday Celebrations
Live Bands/Dances

Davis Guest Home develops a schedule each month outlining daily routines, training opportunities, client council meetings, orientation time, and daily social/recreational opportunities. In constructing social/recreational and other schedules we attempt to coordinate events and situations to coincide with the Appraisal/Needs Service Plans that are developed for each client in our facility. The client council meetings provide opportunity for clients to influence the choices and types of activities and events that are sponsored or attended by residents.

The following is a partial list of behaviors/symptoms that Davis Guest Home is prepared

to address:

1. Serious, psychiatric impairment: difficulty managing self-care in bathing dressing, grooming, toileting, eating; persistently intrusive behavior requiring significant redirection; serious regression which impedes or prevents program participation.

2. Sub-acute danger to self; including suicidal ideation.

3. Gross inactivity.

4. Basic difficulties in sharing, working out, co-existing in a room with another person.

5. Exaggerated, loud outbursts in response to perceived injustices.

6. Problem smoking/unauthorized areas.

7. Borrowing, begging/stealing or inappropriate handling of money or property.

8. Medication Compliance.

9. Paranoid perception - which goes unvoiced and sometimes leads to the person acting out of place in the community.

10. Reversed sleep patterns (up all night, sleeping in the day)

11. Sexual acting out.

12. Excessive dependency.

Davis Guest Home is staffed with individuals that have bi-lingual capabilities. We stress a multi-cultural approach that is reflected in both our staffing and programming. Staff members regularly receive training in defusing assaultive situations, and utilize early intervention techniques that serve to help prevent hospitalizations in most instances. Resident's personal and incidental funds are placed in trust and may be withdrawn by the client at regular intervals as determined by the resident's service plan, payee, and case management contracts.
Davis Guest Home provides transportation to community events, recreational activities, doctor and medical appointments, and other transportation requirements.

5. Quality Assurance Procedures

At Davis Guest Home's qualified personnel distribute medication as directed by psychiatrist or physician at prescribed intervals. Davis Guest Home's require all staff documenting or distributing medication to complete in-service training pertaining to medications.

Davis Guest Home services, facility, programs and records are evaluated annually by the following agencies: State of California Community Care Licensing, Valley Mountain Regional Center, Stanislaus County Ombudsman Program, and Patients Rights Consumer Review Task Force, Stanislaus County.

6. Description of the Facility and Community

Davis Guest Home's operate six residential care facilities in Stanislaus County. We are licensed to serve both adult and elderly residents and have non-ambulatory rooms available in

many of our facilities. Davis Guest Home's are located close to shopping, restaurants, community parks, libraries and recreational facilities. Davis Guest Home properties boast beautifully landscaped grounds, BBQ areas, Basketball and sports courts, swimming pool and even an animal enclosure with miniature donkeys, sheep and goats at our Ohio Avenue location. All together, Davis Guest Home's provide residential services to 160 residents from more than 30 contracted counties in Northern California.

7. Staff Qualifications and Training

We believe that Davis Guest Home's are unique among residential care facilities in California with respect to its dedication to providing well-trained, high caliber personnel to serve our residents.

Davis Guest Homes are staff operated facilities. Lonny Davis, Owner/Administrator is involved with the daily operations of the facility. Mr. Davis has been responsible for the administration of Davis Guest Home for over thirty years. His qualifications include Social Science, B.A.; History, M.A.; completion of Valley Mountain Regional Center Provider Training Courses; American College of Community Care Education Residential Provider Certification; and related training seminars offered by California Association of Residential Care Homes; Stanislaus County; and various other agencies

All Davis Guest Home staff members are fingerprinted and attend courses in CPR, First Aid, and bimonthly in-service training programs. In-service training's provide a forum, which allows discussion and interaction among staff concerning residents, Individual Service Plans, residents' day programs, and general progress. Motivation techniques such as recognition and praise, cash bonuses, restaurant gift certificates, etc. are used to award staff demonstrating qualities of personal initiative, diligence and concern for clients' welfare, which we are attempting to promote.

8. Designated Psychiatrist

Davis Guest Home residents are provided psychiatric services by local psychiatrists who are contracted with Davis Guest Home. Psychiatrists visit residents on-site regularly and are on call continuously for emergency consultation.

The psychiatrist that Davis Guest Homes contracts with will bill each counties Department of Mental Health the standard Medi-Cal reimbursement rates for the initial consult/new patient assessment, and the regular/subsequent medication refill appointments.

9. Clients to be Served

Davis Guest Home is unique in that it successfully provides a secure environment for individuals who are placed from a variety of programs reflecting diverse needs and aptitudes. We have been successful in working with individuals who are behaviorally inappropriate in such areas as: non-compliance, defiance, aggressiveness, psychotic ideations, hygiene deficiencies, medication resistance, and substance abuse histories.

Davis Guest Home is licensed for adult and elderly population both ambulatory and non-ambulatory.

10. Placement Procedures

A member of our management team personally evaluates potential residents of Davis Guest Home's. Davis Guest Home reserves the right to deny placement to any client we feel would not fit into our population or does not meet our placement criteria.

All potential residents will complete an interview process that will entail an examination

of records, medical review, Appraisal/Needs Service Plan, and the pre-placement appraisal form.

11. Emergency Services

Emergency services are provided by "Doctor's Behavioral Health Center". Placing counties and agencies may also choose to transfer an individual back to the county of origin for in-patient acute care.

Davis Guest Home has transportation services available on a case-by-case basis. To check on availability and cost to specific destinations, contact Davis Guest Home's Administration.

12. Program Expenses

Each resident is evaluated on an individual basis respecting behavioral and social history, ambulatory status, medical status, special services requested or required, and number of staff hours required to successfully maintain the resident. A current copy of the "Davis Guest Home Rate Quote Sheet" is enclosed with this informational packet.

End of Exhibit D

Exhibit E

COMPLIANCE AND PROGRAM INTEGRITY

Evidence of Contractual Compliance

Contractor shall document evidence of compliance with all contractual provisions and provide to County upon request.

Exclusions Checks

Consistent with the requirements of 42 Code of Federal Regulations, (C.F.R.) part 455.436, Contractor shall confirm the identify and determine the exclusion status of all providers (employees and subcontractors), as well as any person with an ownership or control interest, or who is an agent or managing employee of Contractor through monthly checks of Federal and State databases. The databases to be included are:

A. The Social Security Administration's Death Master File
B. The National Plan and Provider Enumeration System (NPPES)
C. The Office of Inspector General's List of Excluded Individuals/Entities (LEIE)
D. The System for Award Management (SAM)
E. The California Department of Health Care Services (DHCS) Medi-Cal Suspended and Ineligible Provider List (S & I List)

Contractor shall retain evidence of monthly checks and provide to County upon request. If the Contractor finds a party that is excluded, Contractor shall notify the County within one (1) business day. Contractor shall not permit an excluded provider to render services to a County client.

Ownership Disclosure

Pursuant to the requirements of 42 C.F.R. § 455.104, Contractor must make disclosures regarding any person (individual or corporation) who has an ownership or control interest in the Contractor, whether the person (individual or corporation) is related to another person with an ownership or control interest in the Contractor as a spouse, parent, child, or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Contractor has a five percent (5%) or more interest is related to another person with ownership or control interest in the Contractor as a spouse, parent, child or sibling.

The term "person with an ownership or control interest" means, with respect to the Contractor, a person who:

A. Has directly or indirectly an ownership of five percent (5%) or more in the Contractor; or
B. Is the owner of a whole or part interest in any mortgage, deed of trust, note, or other obligation secured in whole (or in part) by the Contractor or any property of or assets thereof, which whole or part interest is equal to or exceeds five percent (5%) of the total property and assets or the entity; or
C. Is an officer or director of the Contractor if the Contractor is organized as a corporation; or
D. Is a partner in the Contractor, if the Contractor is organized as a partnership

Contractor will provide County the following disclosures prior to the execution of this contract (and annually thereafter), prior to its extension or renewal (and annually thereafter), and within thirty five (35) days after any change in Contractor ownership:

A. The name and address of any person (individual or corporation) with an ownership or control interest in the Contractor. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
B. Date of birth and Social Security Number (in the case of an individual);
C. Other tax identification number [in the case of a corporation with an ownership or control interest in the Contractor or in any subcontractor in which the Contractor has a five percent (5%) or more interest];
D. Whether the person (individual or corporation) with an ownership or control interest in the Contractor is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Contractor has a five percent (5%) or more interest is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling;
E. The name of any other disclosing entity in which the Contractor has an ownership or control interest. Other disclosing entity means any other Medicaid disclosing entity and any entity that does not participate in Medicaid, but is required to disclose certain ownership and control information because of participation in any of the programs established under title V, XVIII, or XX of the Act. This includes:
    (1) Any hospital, skilled nursing facility, home health agency, independent clinical laboratory, renal disease facility, rural health clinic, or health maintenance organization that participates in Medicare (title XVIII);
    (2) Any Medicare intermediary or carrier; and
    (3) Any entity (other than an individual practitioner or group of practitioners) that furnishes, or arranges for the furnishing of, health-related services for which it claims payment under any plan or program established under title V or title XX of the Act.
    (4) The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.

Business Transactions Disclosure

Contractor must submit disclosures and updated disclosures to County regarding certain business transactions within thirty five (35) days, upon request. The following must be disclosed:

A. The ownership of any subcontractor with whom Contractor had business transactions totaling more than $25,000 during the 12-month period ending on the date of request; and
B. Any significant business transactions between Contractor and any wholly owned supplier, or between Contractor and any subcontractor, during the 5-year period ending on the date of request.

Persons Convicted of Crimes Disclosure

Contractor shall submit the following disclosures to County regarding Contractor's management prior to execution of this contract and at any time upon County request:

(A) The identity of any person who is a managing employee of Contractor who has been convicted of a crime related to federal health care programs. [42 C.F.R. § 455.106(a)(1), (2).]

(B) The identity of any person who is an agent of Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 C.F.R. § 455.101.

Criminal Background Checks

Contractor must require providers (employees and contracted) to consent to criminal background checks including livescans pursuant to 42 C.F.R. 455.434(a). Upon DHCS' determination that Contractor or a person with a five percent (5%) or more direct or indirect ownership interest in Contractor meets DHCS' criteria for criminal background checks as a high risk to the Medicaid program, Contractor's providers (employees and contracted) must submit livescans pursuant to 42 C.F.R. 455.434(b)(1).

End of Exhibit E

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: Davis Guest Home

Contract Description: For the purpose of providing mental health services

APPROVED AS TO FORM:

Date: 05/07/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-1185 **Agenda Date:** 7/7/2026 **Agenda #:** 5.

PROBATION

Requested Action(s)
a) AGREEMENT- Request approval and authorization for Chief Probation Officer to sign the Group Home Agreement with Remi Vista, Inc. for the purpose of court-ordered placement of a juvenile in a residential facility in the total amount not to exceed $853.92, effective 4/13/26-5/1/26

Financial Impact:
Funding for 5050 Juvenile Court Wards Account 55400, Support and Care, is budgeted through the General Fund for fiscal year 2025-2026.

Background Information:
On April 7th, 2026, the Tehama County Superior Court ordered the placement of a juvenile in custody as recommended by the Tehama County Probation Department in collaboration with Far Northern Regional Center. The minor's current placement with the minor's guardian proved insufficient to meet the minor's needs and the program at Remi Vista specializes in treating such needs. The original intent was to sign a contract for the anticipated duration of no longer than 24 months. The original agreement request was pulled from the meeting agenda due to the minor leaving Remi Vista earlier than scheduled, and the Probation Department was sorting out the details. Because the term is officially ended and the minor will not be returning to Remi Vista, Probation has been invoiced for and is only seeking to pay the amount incurred for the dates the youth was placed.

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY | CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

AGENCY — GROUP HOME AGREEMENT

Child Placed by Agency in Group Home

Name of Child [redacted]	Parent's Name
Birthdate of Child [redacted]	Date Placed
Case Number	

Anticipated duration of placement is 24 months.

The agency will pay $ 1,626.07 per month for room and board, clothing, personal needs, recreation, transportation, education, incidentals, supervision and social services. First payment to be made within 45 days after placement with subsequent payments to be made monthly.

If additional amounts are to be paid, the reason, amount and conditions shall be set forth here:

1444.07, room and board plus182.00 for Personal/Incidental (P&I).

Special problems: ☐ Yes ☒ No If yes, explain.

Agency Agrees To

1. Provide the group home with knowledge of the background and needs of the child necessary for effective care. This shall include a social work, medical reports, educational assessments, psychological/ psychiatric evaluations, and identification of special needs when necessary. This shall be made available to group home within 14 days from date of placement.
2. Work with the group home toward development of a treatment plan.
3. Work toward termination of child's placement with group home staff.
4. Continue paying for this child's care as long as eligible and the group home maintains child on an active status or until the agency requests that placement be terminated.
5. Assist in the maintenance of this child's constructive relationships with parents and other family members and to involve parents in future planning for this child.
6. Contact this child in the group home at least once a month. If case plan would indicate less frequent contact, the group home will be informed.
7. Informed group home if child has any tendencies toward dangerous behavior.
8. Provide a Medi-Cal card or other medical coverage at the time of placement.
9. Provide authorization for medical treatment, signed by this child's parent or legal guardian.
10. Provide a clothing allowance as permitted to meet initial clothing needs.
11. Provide assistance with emergencies. Telephone number for after-hours or weekends is:

Group Home Agrees To

1. Provide this child with the nurture, care treatment and training suited to his needs.
2. Follow admission requirements related to medical screening, physical examination, medical testing and immunization.
3. Develop an understanding of the responsibilities, objectives and requirements of the agency in regard to the care of this child and work with the agency in planing for this child.
4. Encourage the maintenance of the natural parent-child relationship and include the child's parents in the treatment plan when possible.
5. Not use corporal punishment, punishment before the group, deprivation of meals, monetary allowances, visits from parents, home visits, threat of removal or any type of degrading or humiliating punishment and to use constructive alternative methods of discipline.
6. Respect and keep confidential information given about the child and his family.
7. Work toward termination of placement on a planned basis with maximum involvement of the child, parents and the agency.
8. Conduct a staffing or review on this child at least quarterly.
9. Submit an initial diagnostic summary to the agency within three (3) months from the date of placement. This summary shall include information listed on the reverse side of this agreement form.
10. Submit ongoing written evaluations to the agency quarterly. These evaluations shall include information listed on the reverse side of this agreement form.
11. Immediately notify agency of significant changes in this child's health, behavior or location.
12. Submit copies of any pertinent information such as school reports, medical reports and psychological/psychiatric reports as completed.
13. Give agency prior notice of at least 7 days of intent to discharge this child unless it is agreed upon with the agency that less notice is necessary.
14. Conform to the licensing requirements.
15. Provide state and federal agencies access to documentation when documentation is maintained on children in their care.
16. Notify the agency immediately if an application is made on behalf of this child for any kind of income. Examples of income include, but are not limited to, child support payments, Veterans Benefits, Railroad Retirement, Social Security, RSHDI, and Supplemental Security Income/State Supplemental Program (SSI/SSP).
17. Remit to Department of Public Social Services any income received on behalf of this child while in foster care up to the full cost of board and care plus medical cost. In addition, I will cooperate to have the Social Security Administration, or the appropriate agency, make the Department of Public Social Services the payee for any funds received on behalf of this child.

I have read the foregoing and agree to conform to these requirements. The terms of this agreement shall remain in force until changed by mutual agreement of both parties or this child is removed from the group home.

Signature of Children Placement Worker		Signature of Authorized Group Home Representative	
Title: Chief Probation Officer	Name of Agency: Tehama County Probation	Title: Program Manager	Name of Group Home: Remi Vista, Inc.
Address: 1790 Walnut St. Red Bluff, CA 96080		Address: P.O. Box 494100 Redding, CA 96049	
Phone Number: (530)527-4052	Date: 04/10/2026	Phone Number: (530) 245-5805	Date: 04/09/2026

cc: To group home, child's(ren) social service record.

SOC 154 (6/00) Required Form -- No Substitute Permitted

Initial diagnostic summary shall include:

A. Medical and dental needs

B. Psychological/psychiatric evaluations obtained

C. Staffing review summaries

D. Educational assessment

E. Peer adjustment

F. Relationship to staff

G. Involvement in recreation program

H. Behavioral problems

I. Short-term treatment objectives (goals established for next 3 months)

J. Long-range goals including anticipated length of placement

K. Tasks planned to reach objectives and goals and staff who will be performing these tasks, including agency service activity

L. Identification of unmet needs

M. Involvement of child and his parents in the treament program

Quarterly evaluations shall include:

A. Current status of child's physical and psychological health

B. Reassessment of child's adjustment to the group home, program, peers, school, and staff

C. Progress toward short-term objectives and long-range goals including tasks which have been performed to reach these objectives and goals

D. Reassessment of unmet needs and efforts made to meet these needs

E. Modification of treatment plan, tasks to be performed and anticipated length of placement

F. Involvement of child and his parents in treatment program

JV-640

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):	FOR COURT USE ONLY
TELEPHONE NO.: FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):	ELECTRONICALLY FILED SUPERIOR COURT OF CALIFORNIA 04/13/2026 COUNTY OF TEHAMA KEVIN HARRIGAN, CLERK OF THE COURT BY Mwaddell DEPUTY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Tehama STREET ADDRESS: 1740 Walnut Street MAILING ADDRESS: 1740 Walnut Street CITY AND ZIP CODE: Red Bluff, CA 96080 BRANCH NAME: Juvenile Division	
CHILD'S NAME: [redacted]	
DELINQUENCY COURT PROCEEDING FINDINGS AND ORDERS	CASE NUMBER: 24JU-000146

☐ Initial Hearing ☐ Detention ☐ Jurisdiction ☑ Disposition ☐ Transfer In/Out ☐ Prepermanency Hearing

☐ Permanency Hearing ☐ Postpermanency Hearing ☐ Other *(specify)*:

Date of Hearing: 04/07/2026 Time: 10:30 A.M. Location: Department Five

Judicial Officer: Laura S. Woods	Court Clerk: Morgan Waddell	Court Reporter: Kimberly Johnson
Bailiff: J. Nachand	Other Court Personnel:	Probation Officer: D. Gallino
Interpreter:	Language:	Child's Date of Birth: [redacted]

a. Child's Name: [redacted]	b. Child's Address:
c. Child's Custody Status: In Custody	
d. Parent's Name and Address: ☐ Mother ☐ Father	e. Parent's Name and Address: ☐ Mother ☐ Father

1. a. ☑ The child is present.
   b. ☐ The child is not present. The child's presence ☐ is waived ☐ is not waived.
   ☐ A warrant is: ☐ issued ☐ cleared ☐ remains active ☐ issued and held until:
2. Other persons present:
   b. ☐ Parent *(name)*: ☐ Mother ☐ Father
   c. ☐ Parent *(name)*: ☐ Mother ☐ Father
   d. ☐ Relative *(name and relationship to child)*:
   e. ☐ Relative *(name and relationship to child)*:
   f. ☑ Legal guardian *(name)*: [redacted]
   g. ☑ Others with consent of child or approval of the court *(name and relationship to child)*:
   Tara Zampa Far Northern & Chris Magara Ramey Vista
3. Attorneys present:
   a. ☑ For child *(name)*: [redacted]
   b. ☑ Prosecutor *(name)*: G. Santillan
   c. ☐ For parent *(name)*:
   d. ☐ Other *(names and indication of party represented)*:

Form Approved for Optional Use
Judicial Council of California
JV-640 [Rev. January 1, 2012]

DELINQUENCY COURT PROCEEDING FINDINGS AND ORDERS

Welfare and Institutions Code, §§ 650, 656, 676
www.courts.ca.gov

CHILD'S NAME [redacted]	CASE NUMBER: [redacted]

DISPOSITION—JUVENILE DELINQUENCY

[X] The court has read and considered the social study prepared by the probation officer and any other relevant evidence.

[ ] The child has been detained and is at risk of entering foster care. The probation officer believes the child will be able to return home, and the social study includes a case plan as described in Welfare and Institutions Code section 636.1.

[ ] The probation officer has recommended initial or continuing placement in foster care, and the social study includes a case plan as described in Welfare and Institutions Code section 706.6.

THE COURT FINDS AND ORDERS

1. [X] Notice has been given as required by law.
2. [ ] The court takes judicial notice of all prior findings, orders, and judgments in this proceeding.
3. [X] The court previously sustained the following counts. As to any offense that could be considered a misdemeanor or a felony, the court is aware of and exercises its discretion to determine the offense as follows:

Count number	Statutory violation	Misdemeanor	Felony		Enhancement *(specify)*
A-1	WIC 777(a)	[ ]	[ ]	[ ]	
A-2	PC182(a)(1)	[ ]	[X]	[ ]	
		[ ]	[ ]	[ ]	
		[ ]	[ ]	[ ]	
		[ ]	[ ]	[ ]	
		[ ]	[ ]	[ ]	

4. [ ] The child resides in *(specify):* County.
5. [ ] The case is transferred to *(specify):* County for disposition. *Juvenile Court Transfer-Out Orders* (form JV-550) will be completed and transmitted.
6. [ ] For the reasons stated on the record, the petition is dismissed [ ] in the interests of justice [ ] because the child does not need treatment or rehabilitation.
7. [ ] The child is placed on probation for up to six months under Welfare and Institutions Code section 725(a) under conditions described in an attachment to this form.
8. [ ] Deferred entry of judgment is [ ] granted [ ] denied.
9. [X] The child is [ ] declared [X] continued as a ward of the court.
10. [X] The recommended findings and orders contained in the probation report dated 04/03/2026 at pages 3-4 are adopted [ ] as modified by the court as its own, a copy of which is attached and incorporated herein.
11. [ ] The child is declared a ward and placed on probation
    a. [ ] under the supervision of the probation officer [ ] without probation supervision
    b. in the custody of
       (1) [ ] parent *(name):* [ ] mother [ ] father
       (2) [ ] parent *(name):* [ ] mother [ ] father
       (3) [ ] legal guardian *(name):*
       (4) [ ] probation for out-of-home placement or confined commitment. Form JV-667, *Custodial and Out-of-Home Placement Disposition Attachment*, is completed and attached.
    c. [ ] under terms and conditions described on the attached form.
12. [ ] The child and legal parent are to pay a restitution fine [ ] of $ [ ] as specified on the attached form.
13. [ ] The child, with their parent, is to pay restitution
    [ ] as described on the attached restitution order.
    [ ] to each victim *(name each):*
    a. c.
    b. d.
    [ ] in the amount of $ [ ] in the amount and manner determined by the probation office, with the opportunity for review by the court if disputed by the child or the parents.

Form Approved for Optional Use
Judicial Council of California
JV-665 [Rev. July 1, 2023]

Welfare and Institutions Code, §§ 702, 706.6, 725, 727, 727.2; Cal. Rules of Court, rules 5.785, 5.790, 5.795
www.courts.ca.gov

CHILD'S NAME:	CASE NUMBER:

14. ☐ The child, with the child's parents, is to pay a fine in the amount of $, plus a penalty assessment in the amount of $, for a total of $

15. ☐ Terms regarding vehicles. The child must
   a. ☐ participate in and successfully complete *(specify)*:
   b. ☐ only drive to and from school, work, and/or counselling programs.
   c. ☐ surrender license to ☐ court ☐ probation officer.

16. ☐ The child's driver's license is
   ☐ suspended.
   ☐ revoked.
   ☐ delayed
      ☐ for a period of months years.
      ☐ until the child attains 18 years of age.

17. ☐ The court will notify the Department of Motor Vehicles of the judgment. The DMV has independent authority to suspend, revoke, or delay driving privileges.

18. ☐ The child is ordered to submit to DNA collection under Penal Code section 296.

19. ☐ Other *(specify)*:

20. ☒ **The next hearing will be:**

Date: 04/21/2026	Time: 10:30 a.m.	Dept: 5
Date: 10/6/2026	Time: 10:30 A.M.	Dept: 5

21. ☑ The child is ordered to return to court on the above date and time.

22. ☒ The child is advised of their right to appeal.

23. ☐ The child is advised that their appointed attorney has a continuing obligation to represent them on this case, until counsel is relieved by the court under California Rules of Court, rule 5.663.

24. ☒ All prior orders not in conflict, including any terms and conditions of probation, remain in full force and effect.

Date: 4/13/2026

Matt McGlynn
JUDICIAL OFFICER

The following attachments are incorporated by reference as findings and orders:

- ☐ *Custodial and Out-of-Home Placement Disposition Attachment (JV-667)*
- ☐ *Terms and Conditions (JV-624)*
- ☐ *Juvenile Court Transfer-Out Orders (JV-550)*
- ☐ *Notice of Court Hearing and Temporary Restraining Order—Juvenile (JV-250)*
- ☐ *Commitment to Secure Youth Treatment Facility (JV-733)*
- ☐ *Order for Victim Restitution (CR-110/JV-790)*
- ☐ *Order on Application for Psychotropic Medication (JV-223)*
- ☐ *Order Designating Educational Rights Holder (JV-535)*
- ☐ *Parentage—Findings and Judgment (JV-501)*

Additional attachments:

- ☐ Indian Child Welfare Act responses from tribes or BIA
- ☐ *Order for Repayment of Cost of Legal Services (JV-135)*
- ☐ Victim Identification Form
- ☐ Probation officer's case plan approved by the court
   - ☐ As submitted
   - ☐ As amended and stated on the record
- ☒ Other (specify):
   MC -025

For your protection and privacy, please press the Clear This Form button after you have printed the form.

Print this form | Save this form | Clear this form

SHORT TITLE:	CASE NUMBER:
[redacted]	[redacted]

ATTACHMENT *(Number)*: 1

(This Attachment may be used with any Judicial Council form.)

The Court advised she read and considered the disposition report.

Counsel for the Minor advised he was ready to follow the recommendation.

The Court addressed the Minor.

Minor addressed the Court.

Counsel for the Minor spoke with the Minor regarding new placement and how it is going to be good for him. Minor is looking forward to being placed in remi vista and the goal is to come back to the guardian. Counsel requested the matter be placed on calendar for a review hearing in two weeks for status on placement.

The Court addressed the guardian.

Counsel for the People submitted.

The Court ordered: The Court follows the recommendation. Minor is continued as a ward under original terms and conditions as previously ordered. Minor is placed at remi vista short term and is ordered not to abscond. The matter is placed on calendar for April 21, 2026, at 10:30 a.m. in Department Five for a review hearing regarding placement. The matter is also placed on calendar for October 6, 2026, at 10:30 a.m. in Department Five for a six month review hearing.

The Court advised the Minor of his right to appeal within 60 days of todays date.

Counsel for the Minor waived formal reading of the remaining terms and conditions.

The Court addressed the Minor.

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

Page _____ of _____

(Add pages as required)

Facility until placement is secured with Remi-Vista services agency. During the time the minor is in custody, it will be recommended he participate in Juvenile Detention Facility programs.

ASSESSMENTS COMPLETED:

On January 8, 2026, a JAIS boys' reassessment was completed and the minor scored as a HIGH likelihood to reoffend.

RECOMMENDATION:

It is respectfully recommended that the minor be continued on Wardship formal probation under the original court ordered terms and conditions of probation.

It is further recommended:

1) The minor be placed at a Remi Vista Short Term Residential Treatment House, specifically Rocafort Home in Redding, CA;

2) The minor comply with all the program rules and curfews found within the Client Handbook while placed at the Remi Vista Short Term Residential Treatment House;

3) The minor shall not abscond from placement at the Rocafort Home Remi Vista Short Term Residential Treatment Program;

4) The minor shall participate in all recommended programming services offered at the Rocafort Home Remi Vista Short Term Residential Treatment Program;

5) The minor be set for a six-month review on October 6, 2026;

6) The minor be given credit for time served of 57 days in custody and has served a total of 283 days as of April 7, 2026;

7) The court find the maximum allowable time of confinement is four years, two months, and find the minor has served a total of two-hundred-eighty-three days in confinement as of April 7, 2026;

8) All previous orders of the court, not in conflict with this order, remain in full force and effect;

9) You, your parent(s) and/or guardian(s) have a right to appeal certain orders of the juvenile court, including but not limited to jurisdictional findings and dispositional orders. An appeal must be filed within 60 days of the order made. If you wish to file an appeal, discuss this with your attorney or request the court to provide you the form to file an appeal. If you cannot afford counsel, counsel will be appointed to represent you on the appeal. If an appeal is filed you are entitled to a free copy of the transcript of the appealed proceedings.

Respectfully submitted,

PAMELA GONZALEZ
Chief Probation Officer

By Moreno #174
Max Moreno
Deputy Probation Officer II

MM:cs

E-Contract Review
Approval as to Form

Department Name: Probation

Vendor Name: Remi Vista, Inc.

Contract Description: For the purpose of court-ordered placement of a juvenile in a residential facility.

APPROVED AS TO FORM:

Date: 05/22/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY | CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

AGENCY — GROUP HOME AGREEMENT

Child Placed by Agency in Group Home

Name of Child	Parent's Name
[redacted]	
Birthdate of Child 04/30/2009	**Date Placed** 4/13/26-5/1/26
Case Number	

Anticipated duration of placement is _____ months.

The agency will pay $ $853.92 per month for room and board, clothing, personal needs, recreation, transportation, education, incidentals, supervision and social services. First payment to be made within 45 days after placement with subsequent payments to be made monthly.

If additional amounts are to be paid, the reason, amount and conditions shall be set forth here: _____

Special problems: ☐ Yes ☒ No If yes, explain. _____

Agency Agrees To

1. Provide the group home with knowledge of the background and needs of the child necessary for effective care. This shall include a social work, medical reports, educational assessments, psychological/ psychiatric evaluations, and identification of special needs when necessary. This shall be made available to group home within 14 days from date of placement.
2. Work with the group home toward development of a treatment plan.
3. Work toward termination of child's placement with group home staff.
4. Continue paying for this child's care as long as eligible and the group home maintains child on an active status or until the agency requests that placement be terminated.
5. Assist in the maintenance of this child's constructive relationships with parents and other family members and to involve parents in future planning for this child.
6. Contact this child in the group home at least once a month. If case plan would indicate less frequent contact, the group home will be informed.
7. Informed group home if child has any tendencies toward dangerous behavior.
8. Provide a Medi-Cal card or other medical coverage at the time of placement.
9. Provide authorization for medical treatment, signed by this child's parent or legal guardian.
10. Provide a clothing allowance as permitted to meet initial clothing needs.
11. Provide assistance with emergencies. Telephone number for after-hours or weekends is:

_____

Group Home Agrees To

1. Provide this child with the nurture, care treatment and training suited to his needs.
2. Follow admission requirements related to medical screening, physical examination, medical testing and immunization.
3. Develop an understanding of the responsibilities, objectives and requirements of the agency in regard to the care of this child and work with the agency in planning for this child.
4. Encourage the maintenance of the natural parent-child relationship and include the child's parents in the treatment plan when possible.
5. Not use corporal punishment, punishment before the group, deprivation of meals, monetary allowances, visits from parents, home visits, threat of removal or any type of degrading or humiliating punishment and to use constructive alternative methods of discipline.
6. Respect and keep confidential information given about the child and his family.
7. Work toward termination of placement on a planned basis with maximum involvement of the child, parents and the agency.
8. Conduct a staffing or review on this child at least quarterly.
9. Submit an initial diagnostic summary to the agency within three (3) months from the date of placement. This summary shall include information listed on the reverse side of this agreement form.
10. Submit ongoing written evaluations to the agency quarterly. These evaluations shall include information listed on the reverse side of this agreement form.
11. Immediately notify agency of significant changes in this child's health, behavior or location.
12. Submit copies of any pertinent information such as school reports, medical reports and psychological/psychiatric reports as completed.
13. Give agency prior notice of at least 7 days of intent to discharge this child unless it is agreed upon with the agency that less notice is necessary.
14. Conform to the licensing requirements.
15. Provide state and federal agencies access to documentation when documentation is maintained on children in their care.
16. Notify the agency immediately if an application is made on behalf of this child for any kind of income. Examples of income include, but are not limited to, child support payments, Veterans Benefits, Railroad Retirement, Social Security, RSHDI, and Supplemental Security Income/State Supplemental Program (SSI/SSP).
17. Remit to Department of Public Social Services any income received on behalf of this child while in foster care up to the full cost of board and care plus medical cost. In addition, I will cooperate to have the Social Security Administration, or the appropriate agency, make the Department of Public Social Services the payee for any funds received on behalf of this child.

I have read the foregoing and agree to conform to these requirements. The terms of this agreement shall remain in force until changed by mutual agreement of both parties or this child is removed from the group home.

Signature of Children Placement Worker		Signature of Authorized Group Home Representative	
Title Chief Probation Officer	**Name of Agency** Tehama County Probation	**Title** Program Manager	**Name of Group Home** Remi Vista, Inc.
Address 1790 Walnut St. Red Bluff, CA 96080		**Address** P.O. Box 494100 Redding, CA 96049	
Phone Number (530)527-4052	**Date** 04/10/2026	**Phone Number** (530) 245-5805	**Date** 04/09/2026

cc: To group home, child's(ren) social service record.

SOC 154 (6/00) Required Form -- No Substitute Permitted

Initial diagnostic summary shall include:

A. Medical and dental needs

B. Psychological/psychiatric evaluations obtained

C. Staffing review summaries

D. Educational assessment

E. Peer adjustment

F. Relationship to staff

G. Involvement in recreation program

H. Behavioral problems

I. Short-term treatment objectives (goals established for next 3 months)

J. Long-range goals including anticipated length of placement

K. Tasks planned to reach objectives and goals and staff who will be performing these tasks, including agency service activity

L. Identification of unmet needs

M. Involvement of child and his parents in the treament program

Quarterly evaluations shall include:

A. Current status of child's physical and psychological health

B. Reassessment of child's adjustment to the group home, program, peers, school, and staff

C. Progress toward short-term objectives and long-range goals including tasks which have been performed to reach these objectives and goals

D. Reassessment of unmet needs and efforts made to meet these needs

E. Modification of treatment plan, tasks to be performed and anticipated length of placement

F. Involvement of child and his parents in treatment program

Remi Vista, Inc

Date: 6/5/2026
Client Name [redacted]
Invoice # 5312026
UCI# 6337878

Mail To:
Name: Tehama County

Description					
Date	*MONTHLY FEE*	*SERVICE CODE*	*Discription of services*		*Amount Due*
4/1/26-4/30/26	$853.92	321	Board and Care		853.92
			Subtotal		853.92
			Balance Due from Previous Invoice		
			Total		853.92

Remit Payment To:
Remi Vista, Inc.
P.O. Box 494100
Redding, CA 96049-4100

Billing Questions?? Please call Tracey (530) 245-5805 tmonson@remivista.org

Tracey Monson

Tracey Monson
Agency Operations

E-Contract Review
Approval as to Form

Department Name: Probation

Vendor Name: Remi Vista, Inc.

Contract Description: For the purpose of court-ordered placement of a juvenile in a residential facility

APPROVED AS TO FORM:

Date: 06/22/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-1217 **Agenda Date:** 7/7/2026 **Agenda #:** 6.

PROBATION

Requested Action(s)
a) AGREEMENT- Request approval and authorization for the Chair to sign the Agreement with Lassen County to provide board and care of Lassen County youth at the Tehama County Juvenile Detention for specified per-person daily rates effective 7/1/26 through 6/30/27

Financial Impact:
This Agreement will generate revenue to reduce the net county costs of the Tehama County Juvenile Detention Facility.

Background Information:
This contract renewal will allow the Tehama County Juvenile Detention Facility to continue providing board and car for Lassen County youths and invoice Lassen County Probation for the cost of services and the specified per-person daily rate.

AGREEMENT FOR THE PLACEMENT OF JUVENILES

THIS AGREEMENT FOR THE PLACEMENT OF JUVENILES ("Agreement") is made and entered into by the County of Lassen, a political subdivision of the State of California ("Sending County"), and the County of Tehama, a political subdivision of the State of California ("Receiving County").

RECITALS

A. Pursuant to the authority granted under the California Welfare and Institutions Code § 872, Sending County desires to transfer, and Receiving County desires to accept, to the extent there exists accommodations in the Receiving County Juvenile Detention Facility beyond the needs of Tehama County, certain individuals under the jurisdiction of Juvenile Court of the Sending County for purposes of continued detention.

B. The Probation Officer of the Sending County shall consult with Probation Officer of the Receiving County to ascertain that there exist accommodations in the Receiving County Juvenile Detention Facility beyond the needs of Tehama County prior to making a recommendation for transfer of a juvenile from Sending County to the presiding judge of the Tehama County juvenile court. If transferred pursuant to California Welfare and Institutions Code § 872, Sending County's Juvenile Court shall designate, in accordance with Section 872, the juvenile detention facility in Receiving County as the location for the detention of juveniles.

C. This Agreement memorializes the terms and conditions mutually agreed to between Sending County and Receiving County with respect to the housing of individuals pursuant to the above-referenced statues, or as required.

AGREEMENT

1. Term. This Agreement shall commence on July 1, 2026, and shall terminate on June 30, 2027, unless terminated earlier in accordance herewith.

2. Acceptance of Youth; Housing. Upon the presentation of an Order of the Sending County's Juvenile Court, or such other documentation as required to the Receiving County's Probation Officer, and completion of Receiving County's admission procedures, Receiving County shall accept from Sending County that person(s) identified by Sending County for transfer, and shall thereafter provide housing as required by California Welfare and Institutions Code and applicable law.

3. Compensation and Payment for All Youth. Pursuant to the terms and conditions of this agreement, the Sending County shall compensate the Receiving County for one of the following daily rates:

    1. The sum of three hundred twenty-five dollars ($325.00) per day, per youth ("Daily Rate").
    2. The sum of four hundred fifty dollars ($450.00) per day, per youth court ordered to participate the Tehama County Juvenile Detention Facility ARMOR Program ("ARMOR Daily Rate").
    3. The sum of seven hundred fifty dollars ($750.00) per day, per youth court ordered to participate in the Tehama County Juvenile Detention Facility Secure Track Facility Program ("Secure Track Daily Rate").

    The specified daily rates shall not include expenses associated with:

    a. Providing medical care and treatment to any individual;
    b. Providing dental care and treatment to any individual
    c. Transportation services associated with transferring an individual in or out of the Receiving County;
    d. Mental wellness observation in the sum of twenty-five dollars ($25.00) per hour until youth is cleared by a mental health professional.
    e. Any good or service, the cost for which is accepted by law;

    Any expense not included in the daily rate is billed in addition to the daily rate. These additional expenses not included in the daily rate shall not count towards the maximum contract amount approved by the Board of Supervisors.

    Receiving County shall provide a monthly invoice to Sending County for amounts owed. Amount shall become due upon receipt of invoice. Sending County shall pay all amounts due within 30 days of receipt of invoice.

    Sending County understands and acknowledges that any excess revenue generated from the compensation paid to Receiving County may be allocated to the ongoing operation and maintenance of Receiving County's Juvenile Detention Facility.

4. Refusal; Return of Individual. At any time during the term of this Agreement, Receiving County may refuse to accept an individual from Sending County.

    Receiving County's Probation Officer determines the appropriateness of youth placed by Sending County. Further, if at any time during the term of this Agreement, the Receiving County's Probation Officer decides, at his or her sole and absolute discretion, that the Receiving County can no longer accommodate an individual, the Receiving County may return individual(s) to Sending County. Reasonable notice, determined on the facts and circumstances available, shall be provided if Receiving County will refuse to accept from, or return an individual to, Sending County.

5. Notification In Circumstances of Emergency. Receiving County shall notify Sending County as soon as reasonably possible:

a. Upon the occurrence of an unauthorized departure by an individual being housed by the Receiving Party pursuant to this Agreement; or

b. When an individual being housed by the Receiving Party pursuant to this Agreement become seriously ill or injured.

6. Indemnification.

A. Each party shall defend, release, hold harmless, and indemnify the other, and the other's respective officers, agents, employees, volunteers or representatives from and against any and all liability, claims actions, proceedings, losses, injuries, damages or expenses of every name, kind and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising out of or obligations required of that party under the Agreement.

B. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and deposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or work product privilege.

7. Termination. Either party may terminate this Agreement upon 30 days written notice to the other party.

8. Confidentiality.
A) Maintenance of Confidential Information:
a) The intent of this agreement is for the Receiving County to provide housing for Sending County youths in Tehama County Juvenile Detention Facility as described in above in Recitals. However, should specific information regarding the Sending County's youths become known to Receiving County, the following confidentiality rules shall apply:

b) Receiving County shall require all employees, volunteers, agents and officers to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Manual of Policies and Procedure (MPP) Division 19, which provide that:

1. All applications and records concerning any individual made or kept by Receiving County shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program.
2. No person shall publish, disclose, use, permit or cause to be published or disclosed any list of persons receiving public social services, except as provided by law.
3. No person shall publish, disclose, use, permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient, except as provided by law.

c) Receiving County shall ensure all employees, volunteers, agents, and officers comply with the above provisions, and shall inform all employees, agents, and officers that any person knowingly and intentionally violating such is guilty of a misdemeanor.

d) Receiving County shall ensure all employees, volunteers, agents, and officers comply with Welfare and Institutions Code section 827 et seq. regarding the confidential nature of juvenile case files, and shall inform all employees, agents, and officers that any person knowingly and intentionally violating such is guilty of a misdemeanor. During the term of this agreement, both parties may have access to information that is confidential of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the agreement.

e) Notwithstanding any other provision of this Agreement, the Receiving County agrees to protect the confidentiality of any and all patient, client, or resident medical information, which may be viewed in the process of doing his/her/its contracted services. The Receiving County understands that he/she/its is subject to all of the confidentiality requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPPA), Title 42, Section 2.1 through 2.67-1, Code of Federal Regulations and Confidentiality of Medical Information on Act [Part 2.6 Commencing with Section56)] of Division 1 of the Civil Code. Violation of the confidentiality of patient, client or resident medical information may result in federally imposed fines and penalties and the cancellation of this agreement.

9. Assignment. The rights and obligations associated with this Agreement may not be assigned to any other party without the prior written consent of the parties. Any attempted or purported assignment is void and of no legal effect.

10. Waiver. A waiver by either party of any breach of any term, covenant or condition contained in this Agreement or a waiver of any right or remedy of such party available under this Agreement, whether at law or in equity, is not deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained in this Agreement or of any continued or subsequent right to the same right or remedy. No party is deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

11. Insurance. Sending County and Receiving County shall each secure and maintain in full force and effect during the full term of this agreement commercial general liability insurance or participation in a self-insurance program, including coverage for owned and non-owned automobiles and other insurance necessary to protect the public with limits of liability of not less than $1 million combined single limit bodily injury and property damage. Policies shall be written by carriers reasonably satisfactory to each party. On request, a certificate evidencing the insurance requirements of this paragraph shall be provided.

12. Binding. The terms and condition of this Agreement shall be binding upon and inure to the benefit of the parties, and each party's successors and assigns.

13. Amendments. No amendment to this Agreement is effective unless such amendment is in writing and signed by all parties

14. Severability. If any term, covenant, condition of provision of this Agreement is held to be invalid, void or unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidate.

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

Receiving County:
Tehama County Probation Department
Pam Gonzalez, Chief Probation Officer
PO Box 99
Red Bluff, CA 96080
Telephone: (530) 527-4052
Fax: (530) 527-1579

Sending County:
Lassen County Probation Department
Jennifer Branning, Chief Probation Officer
2950 Riverside Drive #101
Susanville, CA 96130
Telephone: (530) 251-8212

16. Governing Law; Venue. It is agreed by the parties that unless otherwise expressly waived by them, any action brought to enforce any of the provisions of this Agreement or for declaratory relief under this Agreement shall be filed and remain in a Court of competent jurisdiction in the County of Tehama, State of California. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

17. Time is of the Essence. Time is of the essence in this Agreement and each covenant and term and condition herein.

18. Authority. Signatories to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and it supersedes any prior agreements, discussions, commitments, or representations, written or oral, between the parties. Unless set forth in this Agreement, neither party is liable to any representations made express or implied.

Lassen County Probation Department and Tehama County Probation Department
CalAIM Justice Involved Reentry Initiative
Responsibilities for Partner County Contracts

Lassen County Probation Department Responsibilities

A. Manage all Medi-Cal insurance related processes for all Lassen County youth placed in the Tehama County Probation juvenile detention facility (JDF), including:
   i. Secure all consents to treat and consent(s) to the release of information from youth and/or parent/guardian. *
   ii. Medi-Cal insurance screening*
   iii. Medi-Cal insurance verification*
   iv. Providing Medi-Cal with application support and submission (including securing consent, if required) to all eligible youth
   v. Inform Lassen County HHSA of all changes to a youth's Medi-Cal application or case
   vi. Fair Hearing support and accessibility
   vii. Ensure all youth receive any Medi-Cal documentation that is sent to Lassen County Probation Department (Lassen Probation) or the Tehama County Probation JDF.*
   viii. Ensure all youth receive, at the time of discharge, an informational flyer with information regarding the Lassen County HHSA' s Medi-Cal related services and contact information.

   **Information that will be shared with the Tehama County Probation Department (Tehama Probation)*

B. Collaborate with the Lassen County Health and Human Services Agency (HHSA) to ensure the initiative required Medi-Cal activities occur within the required timeframes for all youth, including but not limited to:
   i. Lassen Probation will provide Lassen County HHSA the booking and release dates to support suspension and unsuspension of Medi-Cal.
   ii. Troubleshooting of Medi-Cal Application issues.
   iii. Participate in bi-directional data sharing with HHSA to support this initiative.

C. Collaborate with the Lassen County Behavioral Health to:
   i. Inform them of youth detained in the Tehama County Probation JDF.
   ii. Ensure Lassen County BH is included, as needed, in planning for youth who are returning to Lassen County who require BH Links.
   iii. Notifications of expected/known and/or actual release dates.

D. Share information and/or data with Tehama County Probation, including but not limited to:
   i. Notifications of new detentions and release date (if known, if not as soon as the date becomes available to Lassen Probation)
   ii. Completed Intake Booking Packet
   iii. Completed Case Plan
   iv. Any available screening and/or assessment information related to suicidality, health, behavioral health, education and health-related social needs (HRSN)

v. Court dates

E. Collaborate with the Tehama Probation staff as well as their healthcare providers to ensure all Lassen youth receive appropriate care and support. This includes participation in:
   i. Youth Case Conferences, Child/Family Team meetings, Multi-disciplinary Team meetings (MDT)

F. Convene and participate in regularly scheduled Lassen and Tehama Probation leadership meetings to monitor and/or address emerging issues or barriers, review data and outcomes, and more generally ensure compliance with this Department of Health Care Services (DHCS) initiative requirements.

***Tehama County Probation Department* Responsibilities**

In accordance with this agreement, the Tehama County Probation Department JDF shall provide all Lassen County youth placed in the Tehama County Probation Department JDF with the following direct services which are required through the California Department of Health Care Services (DHCS) Justice-Involved Reentry Initiative.

Note, this list is not inclusive of all the activities required of the Tehama County Probation JDF to be in compliance with this initiative but instead outlines the youth focused activities. For example, there are many administrative responsibilities required by the state of the JDF, *for example securing a facility NPI and arranging for professional-to-professional warm handoffs, which are not listed. Additionally, all of the below activities must be completed within the timeframes required by DHCS.*

A. **GENERAL**:
   i. Provide all Lassen County youth with health, behavioral health, medication and reentry and pre-release care management services, in accordance with the most updated Department of Health Care Services (DHCS) 90-day pre-release services guidance.
   ii. Participate in bi-directional data sharing with Lassen Probation.
   iii. Document all encounters and activities with youth.
   iv. Submit claims for all eligible 90-day pre-release services provided to eligible youth.
   v. Account for all Medi-Cal reimbursement when billing Lassen County Probation for all 90-day pre-release services provided to Lassen County youth.

B. AT BOOKING/INTAKE:
   i. Manage the DHCS JI Screening Portal for all Lassen youth enrolled in Medi-Cal.
   ii. Screen and assess all youth for issues and needs in the following domains: health, dental, behavioral health, medication and health related social needs (HRSN).
   iii. Develop a treatment plan for each youth outlining all treatment needs and goals.

C. **DURING ENTIRE PERIOD OF DETENTION**:
   i. Develop a comprehensive health risk assessment (HRA) for all youth.

ii. Provide treatment services (also referred to clinical consultations), including medications and durable medical equipment (DME) for all issues identified in the treatment plan.
iii. On-going re-assessment of healthcare issues and needs as required by Title 15.

D. DURING REENTRY PLANNING PHASE

i. Develop a person-centered reentry care plan (RCP) in collaboration with the youth, facility health care providers and Lassen Probation. The RCP, which will meet DHCS requirements for such plans, will include information related to future community-based post-release services, including arranging and confirming appointments and support with community-based providers, transportation, etc.
ii. Convene and facilitate a reentry planning meeting 45-30 days in advance of the youth's anticipated release. This meeting should include, when feasible, the youth, family/guardian, JDF health care providers, JDF educational team, Lassen Probation's assigned officer, assigned enhanced care manager (ECM), and others deemed necessary to support the youth's reentry. This meeting can be in-person, virtual or hybrid. When a youth experiences an unplanned release, the Tehama County JDF' s pre-release care manager (PRCM) will schedule a phone call with the assigned Lassen Probation officer to review/provide the RCP and all other instructions to support a successful reentry.
iii. The Tehama Probation PRCM will convene and facilitate a warm handoff between the youth and assigned enhanced care manager (ECM) prior to release. If this is not done prior to release, follow the initiative requirements outlined in the Policy guidance.
iv. Work with the Lassen Probation (and through Lassen Probation, the Lassen County BH Agency) to ensure all youth requiring behavioral health services upon release are scheduled with the appropriate Lassen County services including those requiring BH Links.
v. Provide a copy of the final RCP with the youth and Lassen Probation, when complete.

E. **AT TIME OF RELEASE**:

i. Provide, as clinically indicated, a thirty (30) day in-hand supply of all medications, along with a prescription for future refills.
ii. Provide all necessary DME to the youth at release.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

Sending County
COUNTY OF Lassen

Date: 6-16-26

Gary Bridges
CHAIR, Board of Supervisors
County of Lassen
State of California

ATTEST:
County of Lassen
Clerk, Board of Supervisors

By: _____
Deputy

Receiving County
COUNTY OF TEHAMA

Date: _____

By: _____
CHAIR, Board of Supervisors
County of Tehama
State of California

APPROVED AS TO FORM:

Date _____

By: _____
Tehama County Counsel

Approved as to Form
JUN 0 2 2026
Lassen County Counsel

E-Contract Review
Approval as to Form

Department Name: Probation

Vendor Name: County of Lassen

Contract Description: For the purpose of providing care of Lassen County youths for specified per-person daily rates

APPROVED AS TO FORM:

Date: 06/24/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-1218 **Agenda Date:** 7/7/2026 **Agenda #:** 7.

PROBATION

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Chair and Chief Probation Officer to sign the Agreement with County of Plumas to provide board and care of Plumas County youths for specified per-person daily rates, with the maximum amount not to exceed $160,000, effective 7/1/26 and shall terminate 6/30/27

Financial Impact:
This Agreement will generate revenue to reduce the net county costs of the Tehama County Juvenile Detention Facility.

Background Information:
This contract renewal will allow the Tehama County Juvenile Detention Facility to continue providing board and car for Plumas County youths and invoice Plumas County Probation for the cost of services and the specified per-person daily rate.

AGREEMENT FOR THE PLACEMENT OF JUVENILES

THIS AGREEMENT FOR THE PLACEMENT OF JUVENILES ("Agreement") is made and entered into by the County of Plumas, a political subdivision of the State of California ("Sending County"), and the County of Tehama, a political subdivision of the State of California ("Receiving County").

RECITALS

A. Pursuant to the authority granted under the California Welfare and Institutions Code § 872, Sending County desires to transfer, and Receiving County desires to accept, to the extent there exists accommodations in the Receiving County Juvenile Detention Facility beyond the needs of Tehama County, certain individuals under the jurisdiction of Juvenile Court of the Sending County for purposes of continued detention.

B. The Probation Officer of the Sending County shall consult with Probation Officer of the Receiving County to ascertain that there exist accommodations in the Receiving County Juvenile Detention Facility beyond the needs of Tehama County prior to making a recommendation for transfer of a juvenile from Sending County to the presiding judge of the Tehama County juvenile court. If transferred pursuant to California Welfare and Institutions Code § 872, Sending County's Juvenile Court shall designate, in accordance with Section 872, the juvenile detention facility in Receiving County as the location for the detention of juveniles.

C. This Agreement memorializes the terms and conditions mutually agreed to between Sending County and Receiving County with respect to the housing of individuals pursuant to the above-referenced statues, or as required.

AGREEMENT

1. Term. This Agreement shall commence on July 1, 2026, and shall terminate on June 30, 2027, unless terminated earlier in accordance herewith.

2. Acceptance of Youth; Housing. Upon the presentation of an Order of the Sending County's Juvenile Court, or such other documentation as required to the Receiving County's Probation Officer, and completion of Receiving County's admission procedures, Receiving County shall accept from Sending County that person(s) identified by Sending County for transfer, and shall thereafter provide housing as required by California Welfare and Institutions Code and applicable law.

3. Compensation and Payment for All Youth. Pursuant to the terms and conditions of this agreement, the Sending County shall compensate the Receiving County for one of the following daily rates:

    1. The sum of three hundred twenty-five dollars ($325.00) per day, per youth ("Daily Rate").
    2. The sum of four hundred fifty dollars ($450.00) per day, per youth court ordered to participate the Tehama County Juvenile Detention Facility ARMOR Program ("ARMOR Daily Rate").
    3. The sum of seven hundred fifty dollars ($750.00) per day, per youth court ordered to participate in the Tehama County Juvenile Detention Facility Secure Track Facility Program ("Secure Track Daily Rate").

    The specified daily rates shall not include expenses associated with:

    a. Providing medical care and treatment to any individual;
    b. Providing dental care and treatment to any individual
    c. Transportation services associated with transferring an individual in or out of the Receiving County;
    d. Mental wellness observation in the sum of twenty-five dollars ($25.00) per hour until youth is cleared by a mental health professional.
    e. Any good or service, the cost for which is accepted by law;

    Any expense not included in the daily rate is billed in addition to the daily rate. These additional expenses not included in the daily rate shall not count towards the maximum contract amount approved by the Board of Supervisors.

    The Maximum Compensation payable under this Agreement shall not exceed one hundred thousand sixty dollars ($160,000.00).

    Receiving County shall provide a monthly invoice to Sending County for amounts owed. Amount shall become due upon receipt of invoice. Sending County shall pay all amounts due within 30 days of receipt of invoice.

    Sending County understands and acknowledges that any excess revenue generated from the compensation paid to Receiving County may be allocated to the ongoing operation and maintenance of Receiving County's Juvenile Detention Facility.

4. Refusal; Return of Individual. At any time during the term of this Agreement, Receiving County may refuse to accept an individual from Sending County.

    Receiving County's Probation Officer determines the appropriateness of youth placed by Sending County. Further, if at any time during the term of this Agreement, the Receiving County's Probation Officer decides, at his or her sole and absolute discretion, that the Receiving County can no longer accommodate an individual, the Receiving County may return individual(s) to Sending County. Reasonable notice, determined on the facts and circumstances available, shall be provided if Receiving County will refuse to accept from, or return an individual to, Sending County.

5. Notification In Circumstances of Emergency. Receiving County shall notify Sending County as soon as reasonably possible:

   a. Upon the occurrence of an unauthorized departure by an individual being housed by the Receiving Party pursuant to this Agreement; or

   b. When an individual being housed by the Receiving Party pursuant to this Agreement become seriously ill or injured.

6. Indemnification.

   A. Each party shall defend, release, hold harmless, and indemnify the other, and the other's respective officers, agents, employees, volunteers or representatives from and against any and all liability, claims actions, proceedings, losses, injuries, damages or expenses of every name, kind and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising out of or obligations required of that party under the Agreement.

   B. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and deposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or work product privilege.

7. Termination. Either party may terminate this Agreement upon 30 days written notice to the other party.

8. Confidentiality.
   A) Maintenance of Confidential Information:
      a) The intent of this agreement is for the Receiving County to provide housing for Sending County youths in Tehama County Juvenile Detention Facility as described above in Recitals. However, should specific information regarding the Sending County's youths become known to Receiving County, the following confidentiality rules shall apply:

      b) Receiving County shall require all employees, volunteers, agents and officers to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Manual of Policies and Procedure (MPP) Division 19, which provide that:

         1. All applications and records concerning any individual made or kept by Receiving County shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program.
         2. No person shall publish, disclose, use, permit or cause to be published or disclosed any list of persons receiving public social services, except as provided by law.

3. No person shall publish, disclose, use, permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient, except as provided by law.

c) Receiving County shall ensure all employees, volunteers, agents, and officers comply with the above provisions, and shall inform all employees, agents, and officers that any person knowingly and intentionally violating such is guilty of a misdemeanor.

d) Receiving County shall ensure all employees, volunteers, agents, and officers comply with Welfare and Institutions Code section 827 et seq. regarding the confidential nature of juvenile case files, and shall inform all employees, agents, and officers that any person knowingly and intentionally violating such is guilty of a misdemeanor. During the term of this agreement, both parties may have access to information that is confidential of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the agreement.

e) Notwithstanding any other provision of this Agreement, the Receiving County agrees to protect the confidentiality of any and all patient, client, or resident medical information, which may be viewed in the process of doing his/her/its contracted services. The Receiving County understands that he/she/its is subject to all of the confidentiality requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Title 42, Section 2.1 through 2.67-1, Code of Federal Regulations and Confidentiality of Medical Information on Act [Part 2.6 Commencing with Section56)] of Division 1 of the Civil Code. Violation of the confidentiality of patient, client or resident medical information may result in federally imposed fines and penalties and the cancellation of this agreement.

9. Assignment. The rights and obligations associated with this Agreement may not be assigned to any other party without the prior written consent of the parties. Any attempted or purported assignment is void and of no legal effect.

10. Waiver. A waiver by either party of any breach of any term, covenant or condition contained in this Agreement or a waiver of any right or remedy of such party available under this Agreement, whether at law or in equity, is not deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained in this Agreement or of any continued or subsequent right to the same right or remedy. No party is deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

11. Insurance. Sending County and Receiving County shall each secure and maintain in full force and effect during the full term of this agreement commercial general liability insurance or participation in a self-insurance program, including coverage for owned and non-owned automobiles and other insurance necessary to protect the public with limits of liability of not less than $1 million combined single limit bodily injury and property damage. Policies shall be written by carriers reasonably satisfactory to each party. On

request, a certificate evidencing the insurance requirements of this paragraph shall be provided.

12. Binding. The terms and condition of this Agreement shall be binding upon and inure to the benefit of the parties, and each party's successors and assigns.

13. Amendments. No amendment to this Agreement is effective unless such amendment is in writing and signed by all parties

14. Severability. If any term, covenant, condition of provision of this Agreement is held to be invalid, void or unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidate.

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

Receiving County:
Tehama County Probation Department
Pam Gonzalez, Chief Probation Officer
PO Box 99
Red Bluff, CA 96080
Telephone: (530) 527-4052
Fax: (530) 527-1579

Sending County:
Plumas County Probation Department
Keevin Allred, Chief Probation Officer
270 County Hospital Road, Suite 128
Quincy, CA 95971
Telephone: (530) 283-6200
Fax: (530) 283-6165

16. Governing Law; Venue. It is agreed by the parties that unless otherwise expressly waived by them, any action brought to enforce any of the provisions of this Agreement or for declaratory relief under this Agreement shall be filed and remain in a Court of competent jurisdiction in the County of Tehama, State of California. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

17. Time is of the Essence. Time is of the essence in this Agreement and each covenant and term and condition herein.

18. Authority. Signatories to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and it supersedes any prior

agreements, discussions, commitments, or representations, written or oral, between the parties. Unless set forth in this Agreement, neither party is liable to any representations made express or implied.

Section Left Blank

Plumas County Probation Department and Tehama County Probation Department
CalAIM Justice Involved Reentry Initiative
Responsibilities for Partner County Contracts

Plumas County Probation Department Responsibilities

A. Manage all Medi-Cal insurance related processes for all Plumas County youth placed in the Tehama County Probation juvenile detention facility (JDF), including:
   i. Secure all consents to treat and consent(s) to the release of information from youth and/or parent/guardian. *
   ii. Medi-Cal insurance screening*
   iii. Medi-Cal insurance verification*
   iv. Providing Medi-Cal with application support and submission (including securing consent, if required) to all eligible youth
   v. Inform Plumas County HHSA of all changes to a youth's Medi-Cal application or case
   vi. Fair Hearing support and accessibility
   vii. Ensure all youth receive any Medi-Cal documentation that is sent to Plumas County Probation Department (Plumas Probation) or the Tehama County Probation JDF.*
   viii. Ensure all youth receive, at the time of discharge, an informational flyer with information regarding the Plumas County HHSA' s Medi-Cal related services and contact information.

   **Information that will be shared with the Tehama County Probation Department (Tehama Probation)*

B. Collaborate with the Plumas County Health and Human Services Agency (HHSA) to ensure the initiative required Medi-Cal activities occur within the required timeframes for all youth, including but not limited to:
   i. Plumas Probation will provide Plumas County HHSA the booking and release dates to support suspension and unsuspension of Medi-Cal.
   ii. Troubleshooting of Medi-Cal Application issues.
   iii. Participate in bi-directional data sharing with HHSA to support this initiative.

C. Collaborate with the Plumas County Behavioral Health to:
   i. Inform them of youth detained in the Tehama County Probation JDF.
   ii. Ensure Plumas County BH is included, as needed, in planning for youth who are returning to Plumas County who require BH Links.
   iii. Notifications of expected/known and/or actual release dates.

D. Share information and/or data with Tehama County Probation, including but not limited to:
   i. Notifications of new detentions and release date (if known, if not as soon as the date becomes available to Plumas Probation)
   ii. Completed Intake Booking Packet
   iii. Completed Case Plan

iv. Any available screening and/or assessment information related to suicidality, health, behavioral health, education and health-related social needs (HRSN)
v. Court dates

E. Collaborate with the Tehama Probation staff as well as their healthcare providers to ensure all Plumas youth receive appropriate care and support. This includes participation in:
   i. Youth Case Conferences, Child/Family Team meetings, Multi-disciplinary Team meetings (MDT)

F. Convene and participate in regularly scheduled Plumas and Tehama Probation leadership meetings to monitor and/or address emerging issues or barriers, review data and outcomes, and more generally ensure compliance with this Department of Health Care Services (DHCS) initiative requirements.

***Tehama County Probation Department* Responsibilities**

In accordance with this agreement, the Tehama County Probation Department JDF shall provide all Plumas County youth placed in the Tehama County Probation Department JDF with the following direct services which are required through the California Department of Health Care Services (DHCS) Justice-Involved Reentry Initiative.
Note, this list is not inclusive of all the activities required of the Tehama County Probation JDF to be in compliance with this initiative, but instead outlines the youth focused activities. For example, there are many administrative responsibilities required by the state of the JDF*, for example securing a facility NPI and arranging for professional-to-professional warm handoffs, which are not listed. Additionally, all of the below activities must be completed within the timeframes required by DHCS.*

A. **GENERAL**:
   i. Provide all Plumas County youth with health, behavioral health, medication and reentry and pre-release care management services, in accordance with the most updated Department of Health Care Services (DHCS) 90-day pre-release services guidance.
   ii. Participate in bi-directional data sharing with Plumas Probation.
   iii. Document all encounters and activities with youth.
   iv. Submit claims for all eligible 90-day pre-release services provided to eligible youth.
   v. Account for all Medi-Cal reimbursement when billing Plumas County Probation for all 90 day pre-release services provided to Plumas County youth.

B. AT BOOKING/INTAKE:
   i. Manage the DHCS JI Screening Portal for all Plumas youth enrolled in Medi-Cal.
   ii. Screen and assess all youth for issues and needs in the following domains: health, dental, behavioral health, medication and health related social needs (HRSN).

iii. Develop a treatment plan for each youth outlining all treatment needs and goals.

C. **DURING ENTIRE PERIOD OF DETENTION**:

i. Develop a comprehensive health risk assessment (HRA) for all youth.
ii. Provide treatment services (also referred to clinical consultations), including medications and durable medical equipment (DME) for all issues identified in the treatment plan.
iii. On-going re-assessment of healthcare issues and needs as required by Title 15.

D. DURING REENTRY PLANNING PHASE

i. Develop a person-centered reentry care plan (RCP) in collaboration with the youth, facility health care providers and Plumas Probation. The RCP, which will meet DHCS requirements for such plans, will include information related to future community-based post-release services, including arranging and confirming appointments and support with community-based providers, transportation, etc.
ii. Convene and facilitate a reentry planning meeting 45-30 days in advance of the youth's anticipated release. This meeting should include, when feasible, the youth, family/guardian, JDF health care providers, JDF educational team, Plumas Probation's assigned officer, assigned enhanced care manager (ECM), and others deemed necessary to support the youth's reentry. This meeting can be in-person, virtual or hybrid. When a youth experiences an unplanned release, the Tehama County JDF' s pre-release care manager (PRCM) will schedule a phone call with the assigned Plumas Probation officer to review/provide the RCP and all other instructions to support a successful reentry.
iii. The Tehama Probation PRCM will convene and facilitate a warm handoff between the youth and assigned enhanced care manager (ECM) prior to release. If this is not done prior to release, follow the initiative requirements outlined in the Policy guidance.
iv. Work with the Plumas Probation (and through Plumas Probation, the Plumas County BH Agency) to ensure all youth requiring behavioral health services upon release are scheduled with the appropriate Plumas County services including those requiring BH Links.
v. Provide a copy of the final RCP with the youth and Plumas Probation, when complete.

E. **AT TIME OF RELEASE**:

i. Provide, as clinically indicated, a thirty (30) day in-hand supply of all medications, along with a prescription for future refills.
ii. Provide all necessary DME to the youth at release.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

Sending County
COUNTY OF PLUMAS

Date: June 16, 2026

Mimi Hall, Chairperson
County of Plumas
State of California

Date: June 3, 2026

Keevin Allred, Chief Probation Officer
County of Plumas
State of California

ATTEST:

Allen Hiskey, Clerk
Board of Supervisors

Receiving County
COUNTY OF TEHAMA

Date: _____

By: _____
CHAIR, Board of Supervisors
County of Tehama
State of California

Date: 6/18/26

_____
Chief Probation Officer, Probation
County of Tehama
State of California

APPROVED AS TO FORM:

Date_____

By: _____
Tehama County Counsel

Approved as to form:

_____
Stephen Schofield, Attorney
County Counsel's Office

E-Contract Review
Approval as to Form

Department Name: Probation

Vendor Name: County of Plumas

Contract Description: For the purpose of providing care of Plumas County youths for specified per-person daily rates

APPROVED AS TO FORM:

Date: 06/24/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-1202 **Agenda Date:** 7/7/2026 **Agenda #:** 8.

SHERIFF'S OFFICE

Requested Action(s)
a) AGREEMENT - Request ratification and authorization for the Chair and Sheriff to sign Amendment No. 7 to Misc. Agree 2019-123 and as amended by Misc. Agree 2022-130, 2022-201, 2023-105, 2024-274, 2025-202 and 2026-127 with Inmate Calling Solutions, LLC dba ICSolutions, thereby updating the calling rate cap as determined by the Federal Communications Commission

Financial Impact:
There is no cost to the Department for these services. The Department will receive revenue from the vendors that is deposited into the Inmate Welfare Account (510-471120), at a rate included in the vendor's agreement.

Background Information:
IC Solutions is the County's current provider of Inmate Telecommunications System (ITS) services, which facilitate telephone communications for incarcerated individuals. The attached amendment is required to incorporate contract modifications resulting from recent regulatory actions at both the federal and state levels. The amendment ensures compliance with Federal Communications Commission (FCC) Order 25-75 and the California Public Utilities Commission (CPUC) decision establishing a maximum inmate calling rate of $0.045 per minute for collect, prepaid, and debit calls. Consistent with prior FCC rulings regarding jurisdictionally mixed calls, this rate also applies to interstate inmate calls. The CPUC-mandated rate changes became effective as of June 23, 2026, at which time inmate calling rates under the agreement will be reduced to $0.045 per minute. Approval of the amendment will ensure continued compliance with applicable federal and state regulations while maintaining telephone communication services for incarcerated individuals and their families.

The Agreement with IC Solutions for Inmate Telecommunications System was approved and became effective 5/7/19 (Misc. Agree 2019-123). The Agreement has since been amended and approved by the Board on 5/10/22 (Misc. Agree. 2022-130), 7/12/22 (Misc. Agree. 2022-201), 4/25/23 (Misc. Agree 2023-105), 8/20/24 (Misc. Agree. 2024-274), 7/1/25 (Misc. Agree 2025-202) and 6/12/26 (Misc. Agree. 2026-127).

Amendment No. 7 to the Agreement No. 219-123
Between the County of Tehama Sheriff's *Office* and ICSolutions

This Amendment No. 7 to the above Agreement dated 05/07/2019, as previously amended (the "Agreement") is made by and between **Inmate Calling Solutions, LLC, d/b/a ICSolutions** ("ICS") and **County of Tehama Sheriff's Office in California** ("County").

WHEREAS, on December 5, 2025, the FCC 25-75 Order was published in the Federal Register (the "Interim Order") which, among other things, adjusted the 2024 FCC Order rate caps to include the costs of investigative products and safety and security services as adjusted for inflation, and allowed a per-minute additive to the phone and remote video visitation rate to account for costs customers incur in accommodating access to Incarcerated People's Communications Services ("IPCS").

WHEREAS, on April 9, 2026, the California Public Utility Commission ("CA PUC") issued a Decision capping intrastate calling rates at $0.045 per minute for debit, prepaid, and collect call. Also in its Decision, the CA PUC prohibited most ancillary fees, mirroring the FCC's prohibitions in 47 C.F.R. § 64.6020. The CA PUC Decision permits the pass through, with no markup, of government taxes and fees for intrastate and jurisdictionally mixed IPCS. The CA PUC Decision also permits third-party financial transaction fees up to $6.95, which are currently considered a prohibited ancillary fee pursuant to 47 CFR § 64.6020.

WHEREAS, County and ICS hereto desire to amend the terms of the Agreement in response to the aforementioned federal and State of California requirements.

NOW THEREFORE, the parties hereby amend the Agreement as follows:

1. Capitalized terms not expressly defined herein shall have the meaning ascribed thereto under the Agreement.

2. The effective date of this Amendment is June 23, 2026, the date of implementation of the CA PUC's Decision (issued Apr. 9, 2026).

3. Due to the regulatory changes, the terms and conditions in the Agreement pertaining to calls and remote video visitations by incarcerated people, as amended, are changed to the following:

Service Type	*Usage Rate per Minute*	*Cost Recovery per Minute***
All Domestic Intrastate & Interstate	*$0.045*	*N/A*
International (Debit only)	*Cost* + Applicable FCC Rate Cap*	*$0.02** Rate Additive*
Remote Video Visitation	*$0.19*	*$0.02** Rate Additive*

NOTES: Domestic interstate rates apply for calls to U.S. territories including American Samoa, Guam, Northern Mariana Islands, Puerto Rico and U.S. Virgin Islands. All non-U.S. destinations are rated as international.

** "Cost" means ICS' underlying carrier cost based on an average rate per minute per destination calculated quarterly pursuant to 47 CFR § 64.6010 (e) and § 64.6030.*

*** Cost Recovery is paid on revenue-generating services charged at a rate that includes the Rate Additive.*

Call rates shown do not include local, county, state and federal taxes and regulatory fees, which are passed through without markup.

Ancillary charges are prohibited pursuant to 47 C.F.R. § 64.6020 and California Public Utility Commission Decision 26-04-004.

Commissions are prohibited on revenue from phone calls (47 C.F.R. § 64.6015; California Public Utility Commission Decision 26-04-004) and video visitations (47 C.F.R. § 64.6015).

4. To comply with the regulatory changes, all minimum guaranteed commission payments and any revenue sharing for calls and / or remote video visitation beyond the pass-through Rate Additive in Paragraph #3 are hereby eliminated.

5. In the event that the FCC's regulations under 47 C.F.R. § 64 or any applicable California regulations, in effect as of the execution of this Amendment, are subsequently overturned or materially change, the parties agree to enter into good faith negotiations to amend the Agreement in a manner that provides sufficient, mutual consideration for ongoing services, as well as complies with any such regulatory change.

6. Except as amended herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives:

Inmate Calling Solutions, LLC

_____
(Signature)

_____
(Printed Name)

_____
(Title)

_____
(Date)

Chairman, Board of Supervisors

_____
(Signature)

_____
(Printed Name)

_____
(Title)

_____
(Date)

Tehama County Sheriff's Office

_____
(Signature)

Dave Kain
(Printed Name)

Sheriff-Coroner
(Title)

_____
(Date)

COUNTY OF TEHAMA

Office of
Sean Houghtby
County Clerk and Recorder
P.O. Box 250
Courthouse
633 Washington Street
Red Bluff, California 96080

Tehama County Courthouse

TELEPHONE (Area Code 530)

Clerk & Recorder 527-3350
Elections 527-8190
Clerk of the Board
of Supervisors 527-3287

FAX 527-1745

WEB: www.co.tehama.ca.us

Date: June 12, 2026

OFFICE OF
THE CLERK OF THE BOARD OF SUPERVISORS

FROM THE DESK OF Sean Houghtby

TO: Jennifer Crane

RE: **Return of signature page(s)**

Please return (1) fully-executed copy of the signature page(s) referenced and attached to this memo.

18. SHERIFF'S OFFICE **26-0755**

a) AGREEMENT - Request ratification and authorization for the Chair and Sheriff to sign Amendment No. 6 to Misc. Agree 2019-123 and as amended by Misc. Agree 2022 -130, 2022-201, 2023-105, 2024-274, and 2025-202 with Inmate Calling Solutions, LLC dba ICSolutions, thereby extending the term effective 5/8/26 and shall terminate 11/6/26

Enactment No: MISC. AGR 2026-127

RESULT: APPROVED THE CONSENT AGENDA
MOVER: Steve Zane
SECONDER: Matt Hansen
AYES: Supervisor Hansen, Supervisor Zane, and Vice Chair Jones
ABSENT: Supervisor Burroughs, and Chairperson Walker

If you have any questions, please contact this office at (530) 527-3287.

PLEASE RETURN TO: CLERK OF THE BOARD
P.O. BOX 250, RED BLUFF, CA 96080

Amendment No. 6 to the Agreement No. 219-123 between the County of Tehama Sheriff's *Office* and ICSolutions

This Amendment No. 6 to the above Agreement dated 05/07/2019, as previously amended (the "Agreement") is made by and between **Inmate Calling Solutions, LLC, d/b/a ICSolutions** ("ICS") and **County of Tehama Sheriff's Office** ("County").

Whereas, the parties wish to amend the Agreement as follows:

1. Capitalized terms not expressly defined herein shall have the meaning ascribed thereto under the Agreement.

2. Section 4 of the Agreement is hereby amended to read as follows:

   This Agreement shall commence upon execution by both parties and shall remain in effect through November 6, 2026. The Agreement may be terminated earlier with 30 days' notice if an alternate vendor is selected through the RFP process or if a new agreement is executed.

3. Excepted as amended hereby, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives, effective as of May 8, 2026:

Inmate Calling Solutions, LLC
d/b/a ICSolutions

_____
(Signature)

_____
(Printed Name)

_____
(Title)

_____
(Date)

Vice Chairman, Board of Supervisors

_____
(Signature)

Greg Jones
(Printed Name)

Vice Chair
(Title)

6/9/26
(Date)

Tehama County Sheriff's Department

_____
(Signature)

Dave Kain
(Printed Name)

Sheriff-Coroner
(Title)

6.15.2026
(Date)

E-Contract Review
Approval as to Form

Department Name: Tehama County Sheriff's Office

Vendor Name: IC Solutions

Document Description: Amendment #6 to Agreement for Inmate Telecommunications System

APPROVED AS TO FORM:

Date: 3/7/26

Office of the Tehama County Counsel
Daniel B. Klausner, Senior Deputy County Counsel

Tehama County

Minutes Certification

File Number: 26-0755 **Enactment Number: MISC. AGR 2026-127**

18. SHERIFF'S OFFICE **26-0755**

a) AGREEMENT - Request ratification and authorization for the Chair and Sheriff to sign Amendment No. 6 to Misc. Agree 2019-123 and as amended by Misc. Agree 2022 -130, 2022-201, 2023-105, 2024-274, and 2025-202 with Inmate Calling Solutions, LLC dba ICSolutions, thereby extending the term effective 5/8/26 and shall terminate 11/6/26

Enactment No: MISC. AGR 2026-127

MOVER: Steve Zane
SECONDER: Matt Hansen
AYES: Supervisor Hansen, Supervisor Zane, and Vice Chair Jones
ABSENT: Supervisor Burroughs, and Chairperson Walker

RESULT: APPROVE

I, SEAN HOUGHTBY, 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 6/9/2026.

Attest: Jillian Kelly **June 12, 2026**
Date Certified

Amendment No. 5 to the Agreement No. 219-123
between the County of Tehama Sheriff's *Office* and ICSolutions

This Amendment No. 5 to the above Agreement dated 05/07/2019, as previously amended (the "Agreement") is made by and between **Inmate Calling Solutions, LLC, d/b/a ICSolutions** ("ICS") and **County of Tehama Sheriff's Office** ("County").

Whereas, the parties wish to amend the Agreement as follows:

1. Capitalized terms not expressly defined herein shall have the meaning ascribed thereto under the Agreement.

2. Section 4 of the Agreement is hereby amended to read as follows:

   This Agreement shall commence as of the date signed by both parties and shall remain in effect until May 7, 2026. Thereafter, this Agreement may be further extended by mutual consent of the parties.

3. Excepted as amended hereby, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives, effective as of May 8, 2025:

Inmate Calling Solutions, LLC
d/b/a ICSolutions

Michael Kennedy
(Signature)

Mike Kennedy
(Printed Name)

Vice President Sales & Marketing
(Title)

6/5/2025
(Date)

Chairman, Board of Supervisors

Matthew C Hansen
(Signature)

Matthew Hansen
(Printed Name)

Chairman, Board of Supervisors
(Title)

7/1/25
(Date)

Tehama County Sheriff's Department

(Signature)

Dave Kain
(Printed Name)

Sheriff-Coroner
(Title)

7.7.2025
(Date)

Amendment No. 4 to the Agreement No. 219-123
between the County of Tehama Sheriff's *Office* and ICSolutions

This Amendment No. 4 to the above Agreement dated 05/07/2019, as previously amended (the "Agreement") is made by and between **Inmate Calling Solutions, LLC, d/b/a ICSolutions** ("ICS") and **County of Tehama Sheriff's Office** ("County").

Whereas, the parties wish to amend the Agreement as follows:

1. Capitalized terms not expressly defined herein shall have the meaning ascribed thereto under the Agreement.

2. Section 4 of the Agreement is hereby amended to read as follows:

   This Agreement shall commence as of the date signed by both parties and shall remain in effect until May 7, 2025. Thereafter, this Agreement may be further extended by mutual consent of the parties.

3. Excepted as amended hereby, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives:

Inmate Calling Solutions, LLC
d/b/a ICSolutions

(Signature)

Mike Kennedy
(Printed Name)

Vice President Sales & Marketing
(Title)

5/21/2024
(Date)

Chairman, Board of Supervisors

(Signature)

John Leach
(Printed Name)

Chairperson, Tehama County Board of Supervisors
(Title)

08/20/24
(Date)

Tehama County Sheriff's Department

(Signature) 05/21/24

Jeff Garrett
(Printed Name)

Undersheriff
(Title)

5/21/2024
(Date)

E-Contract Review
Approval as to Form

Department Name: TCSO

Vendor Name: IC Solutions

Document Description: Agreement for inmate Telecom

APPROVED AS TO FORM:

Date: 8/2/24

Office of the Tehama County Counsel
Daniel B. Klausner, Senior Deputy County Counsel

727 Oak Street, Red
Bluff, CA 96080
(530) 527-4655
http://www.co.tehama.ca.us

Tehama County

Minutes Certification

File Number: 24-1270 **Enactment Number: MISC. AGR 2024-274**

26. SHERIFF'S OFFICE - Sheriff Dave Kain **24-1270**

a) AGREEMENT - Ratification and authorization for the Chair and Sheriff to sign Amendment #4 with Inmate Calling Solutions, LLC dba ICSolutions (Misc. Agree. #2019-123 as amended by Misc. Agree #2022-130 and Misc. Agree #2022-201 and Misc. Agree #2023-105), thereby extending the term effective 5/8/24 and shall terminate 5/7/25.

RESULT: APPROVED
MOVER: Pati Nolen
SECONDER: Candy Carlson
AYES: Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair Hansen, and Chairperson Leach
Enactment No: MISC. AGR 2024-274

I, SEAN HOUGHTBY, 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 8/20/2024.

Attest: Deputy

September 04, 2024
Date Certified

AMENDMENT 3

TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND ICSOLUTIONS

This Amendment to Agreement Number 2019-123 dated May 7, 2019, by and between the County of Tehama, through its Department of Sheriff (County) and Inmate Calling Solutions, LLC, d/b/a ICSolutions (Contractor) for the provision of providing an inmate telecommunication system at the Tehama County Jail, shall amend the following:

4. TERM OF AGREEMENT

This agreement shall commence on the date signed by both parties and shall remain in effect for three (3) years, with an option to extend the contract term for up to two (2) additional one (1) year periods, unless terminated due to the conditions set forth herein. If the County elects to exercise the option to extend the term for the two additional one-year periods, the Sheriff must give the contractor written notice of the County's election to extend the term an additional year.

Effective May 8, 2023 the county is exercising its option to extend the term for the second (2^{nd}) and final period through May 7, 2024.

It is mutually agreed that all other terms and conditions of Agreement Number 2019-123 shall remain in full force and effect.

IN WITNESS WHEREOF, County and Contractor have executed this Amendment 3 to Agreement 2019-123 on the day and year set forth below.

COUNTY OF TEHAMA

Date: Mar 29, 2023

David P. Kain (Mar 29, 2023 18:16 PDT)

Sheriff-Coroner

Date: APR 25 2023

Chairman, Board of Supervisors

ICSOLUTIONS

Date: Mar 29, 2023

Michael Kennedy (Mar 29, 2023 17:27 EDT)

Authorized Agent

TEHAMA COUNTY
AGREEMENT # _____

E-Contract Review
Approval as to Form

Department Name: Sheriff

Vendor Name: IC Solutions

Contract Description: Amendment #3 for the inmate telecommunications system

APPROVED AS TO FORM:

Margaret Long

Date: 04/10/2023

Office of the Tehama County Counsel
Margaret E. Long, County Counsel

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

CONSENT AGENDA

(All votes were conducted via roll call by the Clerk.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	John Leach, Supervisor - District 5
SECONDER:	Pati Nolen, Supervisor - District 3
AYES:	Moule, Hansen, Leach, Nolen, Carlson

14. SHERIFF

a) AGREEMENT - Request approval and authorization for the Chair and Sheriff to sign Amendment #3 with ICSolutions (Misc. Agree. #2019-123 as amended by Misc. Agree #2022-130 and Misc. Agree #2022-201), thereby extending the term effective 5/8/23 and shall terminate 5/7/24

(Miscellaneous Agreement #2023-105)

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 25th day of April, 2023.

DATED: April 26, 2023

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

By: _____
Deputy

AMENDMENT 2

TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND ICSOLUTIONS

This Amendment to Agreement Number 2019-123, dated May 7, 2019, by and between the County of Tehama, through its Department of Sheriff (County) and Inmate Calling Solutions, LLC, d/b/a ICSolutions (Contractor) for the provision of providing an inmate telecommunication system at the Tehama County Jail, shall be amended as follows:

3. COMPENSATION

Contractor shall not be entitled to any compensation or reimbursement whatsoever from County under this agreement. Contractor's sole consideration for the services performed under this Agreement shall be Contractor's Portion of the proceeds of the sales of the jail inmate telecommunication services. Such commission shall be deposited into the County's Inmate Welfare Fund.

The Call Rates under the Agreement are hereby ratified to have changed, as of October 7, 2021 with respect to domestic rates and October 26, 2021 with respect to international rates, as follows:

Prepaid, Debit, Qwikcall™ & Direct Bill Calling Rates

Call Type	Per Minute Charge
Local	$0.07
Intrastate/IntraLATA	$0.07
Intrastate/InterLATA	$0.07
Interstate	$0.07
International (Debit only)	* Cost + $0.21

NOTES: Domestic interstate rates apply for calls to U.S. territories including American Samoa, Guam, Northern Mariana Islands, Puerto Rico and U.S. Virgin Islands. All non-U.S. destinations are rated as international.

** "Cost" means Contractor's underlying carrier cost based on an average rate per minute per destination calculated quarterly pursuant to 47 CFR § 64.6030 (e).*

Call rates shown do not include local, county, state and federal taxes, regulatory surcharges and pass-through, third-party financial transaction fees as permitted by applicable regulations.

The Service Fees under the Agreement are hereby ratified to be $0.00 as of October 7, 2021, however, Contractor may pass-through to consumers any third-party, financial transaction fees without mark-up pursuant to California Public Utilities Commission Decision 21-08-037 in R.20-10-002.

The Commission Rate under the Agreement, applicable to calling revenue, is hereby amended to be 15%, effective with revenue generated in January, 2022.

It is mutually agreed that all other terms and conditions of Agreement Number 2019-12 and Amendment Number 2022-130 shall remain in full force and effect.

IN WITNESS WHEREOF, County and Contractor have executed this amendment to Agreement 2019-123 on the day and year set forth below.

Date: Jun 23, 2022

COUNTY OF TEHAMA

Dave Hencratt

Dave Hencratt (Jun 23, 2022 13:32 PDT)

Sheriff-Coroner

Date: JUL 12 2022

Chairman, Board of Supervisors

Date: Jun 23, 2022

ICSOLUTIONS

Mike Kennedy

Authorized Agent

E-Contract Review
Approval as to Form

Department Name:	Sheriff
Vendor Name:	ICSolutions
Contract Description:	Amendment 2 with ICSolutions for the purpose of updating their compensation structure,

APPROVED AS TO FORM:

Margaret Long

Date: 6/29/22

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

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

CONSENT AGENDA

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Bill Moule, Supervisor - District 1
SECONDER:	Bob Williams, Supervisor - District 4
AYES:	Moule, Leach, Garton, Williams, Carlson

18. SHERIFF
   a) AGREEMENT - Approval and authorization for the Chair and Sheriff to sign Amendment #2 with ICSolutions (Misc. Agree. #2019-123 as amended by #2022-130), for the purpose of updating their compensation structure, effective 10/7/21. (Miscellaneous Agreement #2022-201)

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 12th day of July, 2022.

DATED: July 13, 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

AMENDMENT

TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND IC SOLUTIONS

This Amendment to Agreement Number 2019-123, dated May 7, 2019, by and between the County of Tehama, through its Department of Sheriff (County) and IC Solutions (Contractor) for the provision of providing an inmate telecommunication system at the Tehama County Jail, shall be amended as follows:

4. TERM OF AGREEMENT

This agreement shall commence on the date of signed by both parties and shall remain in effect for three (3) years, with an option to extend the contract term for up to two (2) additional one (1) year periods, unless terminated due to the conditions set forth herein. If the County elects to exercise the option to extend the term for the two additional one-year periods, the Sheriff must give the contractor written notice of the County's election to extend the term an additional year. Effective May 8, 2022 the county is exercising its option to extend the term for the first one (1) year period through May 7, 2023.

It is mutually agreed that all other terms and conditions of Agreement Number 2019-123 shall remain in full force and effect.

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

COUNTY OF TEHAMA

Date: Jun 1, 2022

Dave Hencratt (Jun 1, 2022 12:27 PDT)

Dave Hencratt, Sheriff-Coroner

Date: MAY 1 0 2022

Chairman, Board of Supervisors

IC SOLUTIONS

Date: Jun 1, 2022

Mike Kennedy

Vice President, Sales & Marketing

Miscellaneous Agreement
2022-130

Standard Form of Agreement

AGREEMENT BETWEEN THE COUNTY OF TEHAMA SHERIFF'S DEPARTMENT AND IC SOLUTIONS

This agreement is entered into between the County of Tehama Sheriff's Department ("County") and IC Solutions ("Contractor") for the purpose of providing an Inmate Telecommunication System at the Tehama County Jail.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall provide an Inmate Telecommunication system and Tablets as specified in the "County of Tehama Request for Proposal, Inmate Telecommunication System," attached hereto as Exhibit B, and the Proposal submitted by Contractor, dated December 11, 2018, attached hereto as Exhibit C.

Services shall include, but not limited to, the inmate telephone system, inmate telephone system services, instruments, integration into the jail management system, key numbers, payment platform, restricted numbers, streaming services, tablets, telecommunication devices for the deaf, telephones, unbillable numbers, and unmonitored numbers.

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 not be entitled to any compensation or reimbursement whatsoever from County under this agreement. Contractor's sole consideration for the services performed under this Agreement shall be Contractor's Portion of the proceeds of the sales of the jail inmate telecommunication services as set forth in the Proposal, attached hereto as Exhibit C. Contractor shall pay County a commission equal to the amount set forth in the Exhibit C attached hereto. Such commission shall be deposited into the County's Inmate Welfare Fund.

4. **TERM OF AGREEMENT**

This agreement shall commence on the date of signed by both parties and shall remain in effect for three (3) years, with an option to extend the contract term for up to two (2) additional one (1) year periods, unless terminated due to the conditions set forth herein. If the County elects to exercise the option to extend the term for the two additional one year periods, the Sheriff must give the contractor written notice of the County's election to extend the term an additional year.

5. **TERMINATION OF AGREEMENT**

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. Either party may terminate this agreement on 30 days' written 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 the Sheriff.

6. **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.

7. **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.

8. 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.

9. 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.

10. **INSURANCE**

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

11. **PREVAILING WAGE**

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 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. Contractor shall pay, at least, the general prevailing wage rates, as determined by the Director of the Department of Industrial Relations of the State of California, for all work hereunder. Contractor further agrees to fully comply with and to require its subcontractor to fully comply with such Prevailing Wage Laws. 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.

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).

Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

12. **STANDARDS OF THE PROFESSION**

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

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**

Tehama County Resolution No. 49-2002, the Green Procurement Policy (available upon request) supports recycling and waste reduction, and promotes the purchase of products made with recycled materials when product fitness and quality are equal and they are available at no more than the total cost of non-recycled products. Contractor is 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 Sheriff's Department PO Box 729 Red Bluff, CA 96080
If to Contractor:	Keefe Group 2200 Danbury Street San Antonio, TX 78217

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. **EXHIBITS:**

Contractor shall comply with all provisions of Exhibits A through E, 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. In the event of a conflict between the provisions of Exhibit "B" (Request for Proposal) and the provisions of Exhibit "C" (Consultant Proposal), the provision of Exhibit "B" shall take precedence.

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

Date: MAY 0 7 2019

COUNTY OF TEHAMA

Steve Chamblin, Chairman

Date: 050719

TEHAMA COUNTY SHERIFF'S DEPARTMENT

Dave Hencratt, Sheriff

Date: 4/10/19

IC SOLUTIONS

Mike Kennedy, Vice President Sales & Marketing

Vendor Number

Approved as to form by
Tehama County Counsel

By: ----------

Standard Form of Agreement – Services adopted 4-27-10

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 effecting the coverage required by these specifications at any time.

Exhibit B

Issued: Tuesday, October 23, 2018

REQUEST FOR PROPOSALS ("RFP") FOR PROVIDING AN INMATE TELECOMMUNICATION SYSTEM TO THE COUNTY OF TEHAMA

The County of Tehama through its Sheriff's Office and Purchasing Department, invites responses to an RFP to provide an inmate telecommunication system at the Tehama County Jail.

General Overview

- ☐ **Responders must submit one (1) original and three (3) unbound copies** of the Proposal. Responses must be submitted in a sealed envelope, and clearly labeled as "Jail Inmate Telecommunications System".

- ☐ Those interested in submitting a proposal in response to this RFP are invited to attend an optional Jail Tour on Thursday, November 8, 2018, 2:00 PM, at the Tehama County Jail, at 502 Oak Street, Red Bluff, Ca. 96080

- ☐ A Proposal submitted in response to this RFP must be signed, dated, and received by the Tehama County Administration located at 727 Oak Street, Red Bluff, CA 96080, no later than the Closing Date, Friday, November 21st, 2018, 3:00 PM. No postmarks, faxes, or emails will be accepted.

- ☐ For questions, additional information, or to obtain a copy of this RFP, please contact Brant Mesker, Staff Analyst, at (530) 527-4655, ext. 3021

Timeline

Release of RFP – Tuesday, October 23rd, 2018
Optional Jail Tour – Thursday, November 8, 2018, 2:00 PM
Questions Deadline – Monday, November 12th, 2018, 5:00 PM
Answers Deadline – Friday, November 16th, 2018, 5:00 PM
Response Submission Deadline/Closing Date – Friday, November 21st, 2018, 3:00 PM

COUNTY OF TEHAMA INMATE TELECOMMUNICATION SYSTEM

Specifications to provide an inmate telecommunication system at the Tehama County Jail.

Inmate Telecommunication System Specifications

- Inmate Telephone Systems ("ITS") means the total system for providing calling services to inmates, which includes telephones, video visitation, and tablets, and the other services that are provided through the tablets. The system includes equipment including hardware, software, telephones and tablets.

- Inmate Telephone System Services (Services) means all of the services to be provided by the Vendor including the ITS, installation, connectivity, streaming services, maintenance, support services, storage, security, training, and all other services and items included in the RFP.

- Instruments means the telephones, video visitation related equipment, and tablets through which services are provided.

- Jail Management System (JMS) means the software management system in use at the Tehama County Jail. The current Tehama County Sheriff's Office JMS is SALLYPORT, BLACKCREEK INTERGERATED SYSTEMS, run on IBM Series 7 RGB, a AS400 server.

- Key Number means the Tehama County Jail inmate personal identification number assigned by TCSO JMS.

- Payment Platform means the process and system to be established by the Vendor so inmates may pay for Telephone and Tablet services. The Payment Platform will include a process for payment with inmate funds, including transfer from their trust/commissary account and a process for receipt and payment using funds from call recipients or others that arrange for 'prepayment' for an Inmates calls or deposit of funds for Streaming Services.

- Restricted Numbers means phone numbers that are blocked from being able to be called on either a system-wide basis or a case-by-case basis, as verified by TCSO. These numbers are programmable into the ITS by the TCSO or Vendor upon request. Vendor shall not delete, add, or change any restricted number without approval of TCSO.

- Streaming Services means movies, books, music, games and other activities and services provided through the vendor provided intranet to the inmate.

- Tablets means a mobile computer with a touchscreen display that is service enabled to make telephone calls and provide free and fee based services including books, movies, music and games.

- Telecommunication Device for the Deaf ("TDD") means an electronic device for text communication over a telephone line that is designed for use by persons with hearing or speech difficulties.

- Telephones means the telephones used by inmates for calls, including wall mounted, roll around, and Teletypewriter (TTY) phones.

- Unbillable Number means a phone number that Vendor has determined cannot receive collect calls because the accounts of the owner of the phone number are not in good standing for failure to pay. The call recipient and inmate shall be provided the opportunity to complete the call by a prepaid format, including through the inmates Payment Platform account. If both the call recipient and inmate decline to continue the call in a prepaid format, the service provider may stop the call from continuing.

- Unmonitored Numbers means phone numbers that have been specifically approved and identified by TCSO and when called cannot be audibly monitored; typically these are phone numbers for attorneys and doctors.

It is the intent of these specifications, terms, and conditions to locate qualified Vendors who are interested and capable of providing ITS including telephones, video visitation services, and service-enabled tablets utilizing state-of-the-art technology and equipment for inmates in custody at the Tehama County Jail Facility.

The selected Vendor shall provide the services in the Tehama County Jail Facility at no cost to the TCSO or County. All cost for the services shall be the responsibility of the Vendor including but not limited to equipment, installation, connectivity, maintenance, storage, hardware, software, security, training, and any other implementation services necessary to furnish County with state-of-the-art technology and equipment to meet, or exceed, the specification herein. One of the key objectives of the services will be to enable inmates to communicate with family, friends and others in the community, while also controlling inmate telephone and video visitation usage and limiting the use of telephones and video visitation kiosks for illicit activity. A necessary part of the service, by using current technology, is to ensure the safety and security of staff, inmates, and the public.

The County intends to award a three-year contract (with options to renew for two additional one-year extensions. If the County elects to extend the term of the agreement, county must give vendor written notice not less than thirty (30) days before the end of the term) to the most responsible Vendor whose response meets or exceeds the County's requirements.

The County anticipates no funding per fiscal year for the provision of the inmate telecommunication system. All funding for inmate phones, tablets, other instruments and any installation or upkeep of the system will be the responsibility of the Vendor.

A. POPULATIONS TO BE SERVED

The populations to be served are the inmates confined in the Tehama County Jail Facility including any expansions to the jail.

B. PROGRAM PLAN & SCOPE OF WORK

Vendor Qualifications

The Vendor must be able to safely and securely provide the Inmate Telephone System Services (Services). Services must include the ability for collect calls, prepaid calls and payment of calls and Streaming Services by the inmate through a Payment Platform. Vendor must be a reputable, qualified firm experienced in providing inmate telephone services in a corrections environment. Due to the complex nature and security concerns of corrections facilities, Vendors must meet the following minimum qualifications:

1. Vendor shall be regularly and continuously engaged in the business of providing and administering ITS and installation for the past five (5) years to a minimum of five (5) City, County, State, or Federal correctional facilities. Experience must be demonstrated by references provided by Vendor at the time of the bid, all references must include individuals working directly with or managing the day-to-day operations of the inmate telephone system.

2. Vendor shall provide at least three (3) currently installed, functioning, and operational. ITS contracts, one of which is a California correctional facility of similar inmate average daily population (ADP), having a minimum of 300 Tablets. Experience must be demonstrated by references provided by Vendor at the time of the bid.

3. Vendor's organization must have qualified and trained staff dedicated to the sole purpose of supporting the Telephone, Video Visitation, and Tablet system installed including, but not limited to, service technicians and technical support for the life of any contract awarded pursuant to this RFP.

4. Vendor must possess a license or valid title to all software, with the right to provide or license it to the County.

5. Vendor and subcontractors shall comply with all public works project payroll reporting requirements of the California 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 1771.19(n). This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

6. The Vendor awarded a contract as a result of this RFP is solely responsible for all costs related to any and all claims, lawsuits and other proceedings related to the Services including, but not limited to, payment of all expenses and costs of investigation, reasonable attorney fees, expert witness fees, damages, and other litigation-related expenses.

7. Vendor shall possess, at the time the proposal is submitted and through the term of the contract, all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFP.

Integration

1. The ITS shall have the capability to accurately import the current call list from GTL the current TCSO inmate telephone system Vendor, which includes blocked, confidential, pre-programmed, and others as identified by TCSO. Vendor must successfully complete importation of the current call list prior to the ITS becoming operational.

2. Vendor shall provide a web-based platform to allow County and other personnel access to the system from any computer terminal in the County. The web based platform will require the support of Internet Explorer 11, at a minimum. Vendor shall not limit the number of logins the County can assign to County and other personnel to access the web-based platform. Proposals should include a description of how access will be provided and any levels of administration access, for example passwords and levels of customized access, such as for blocking numbers and making administrative changes, further specified in **User Applications, Records & Reporting** below.

3. All moves, add-ons, changes to and new installs of equipment, hardware and software (collectively Modifications) that occur during the contract term, will be the sole responsibility of the Vendor. All Modifications must be pre-approved by County and once approval is given, Vendor shall proceed with the Modifications at their own cost.

Schedule

1. Vendor shall plan, finance, and implement the integration and testing of all required equipment and software relative to the new ITS, without impacting the normal daily operation of the existing inmate telephone system.

2. Vendor shall submit a detailed schedule to TCSO for approval that includes plans and schedules for installation and operation and cutover of Telephones, Video Visitation equipment, and distribution of Tablets. The schedule shall be prepared and implemented to minimize impact to facility operations (zero down time).

3. The ITS shall become fully operational upon the successful completion of all system integration testing and acceptance by the County, including review and approval. System integration and acceptance test criteria shall include:

    a. Telephones: All Telephones shall be tested and verified as operational and without deficiencies.

b. Video Visitation: All Video Visitation equipment, shall be tested and verified as operational and without deficiencies.
c. Tablets: All Tablets shall be tested and verified as operational and without deficiencies.
d. Administrative Functions: There shall be a test run of administrative functions including TCSO passwords and access, the Payment Platform, reports, and analytical and query tools.
e. Phone Numbers: A test to verify that the current call list, including blocked, confidential, pre-programmed, and others as identified by TCSO is fully imported and functional.
f. Cutover must be successfully complete with zero down time.

System Requirements - Inmate Telephone System

The following are the minimum requirements for the services, including equipment, to be provided. Advanced or alternative technology that provides at least the levels of the specific functionality of the equipment and services described may be proposed with a description of how the alternative(s) meets or exceeds the specified requirements. All services are to be provided at no cost to the County.

1. Vendor shall provide a comprehensive inmate telephone system (ITS) package to the Tehama County Administration, located at 727 Oak Street, Red Bluff, CA. 96021. There are Fourteen (14) housing units (Cells and Dorms) they have potential capacity of up to Two Hundred Twenty Five (225) varying in size from 1-12 inmates or 48 inmates in one dorm. There is a medical unit, which holds two (2) inmates. Phones will also be placed at all visitation areas, currently we have 12 visitation phones. The booking area has Five (5) holding cells. The amount of phones needed is specified in Exhibit B. The system must be capable of future expansion, if necessary.

2. Vendor must provide a turnkey telephone system including collect, debit, and pre-paid collect calling.

3. The ITS shall be capable of providing all mentioned operational features and system requirements applicable to all calls placed through the system, including local, long distance, and international calling. The ITS shall also be capable of providing all operational features and system requirements applicable to visitation video and audio recordings.

4. The ITS shall be capable of providing equipment with a stand-alone on-site host or central processor. There must be multi-level password security access with architecture that can be expandable to allow future growth.

5. Each call, having been identified as being placed through the Vendor's ITS, shall be delivered to the called party as a collect call, debit and/or pre-paid call, unless the call is a free call as specified in number 13 and 15 below. If the debit and/or pre-paid application is in effect and chosen as the means to place the call, the called party should be able to hear call process.

6. The Vendor agrees to install the quantity of telephones, enclosures, and/or booths required by the County specified in Exhibit B.

7. The ITS shall comply with all Federal Communication and or Utility Commissions regulations. The inmate telephone sets in all facilities shall be stainless steel and shall be sturdy, non-coin, vandal resistant and steel armored; the cord length for the inmate and visitation phones is specified in Exhibit B. In addition, the telephone sets shall be composed of durable, tamper free equipment suitable for a correctional/detention environment with placards containing dialing instructions. The telephones must contain no removable parts. The Vendor shall post calling rates near the inmate telephones sets.

8. All phones will be water resistant and fireproof.

9. Telephones shall have touch-tone keypads.

10. Telephones must be line powered such that the Telephone does not require separate electrical power at the device. Telephones shall be specifically designed for use in a correctional environment and must be approved by County before installation. Vendor shall not use converted coin phones.

11. The ITS shall have the capability for the Vendor and the County to turn all telephones on or off remotely. There shall also be manual on and off switches in multiple locations within the Tehama County Jail. Switch locations shall be subject to the approval of the County.

12. The ITS shall support numerous languages other than English. The inmate must be able to select the preferred language utilizing a simple code. During the call set up process, the ITS shall provide a pre-recorded announcement identifying: The call is coming from Tehama County Jail; the call is coming from the specified inmate; the call may be monitored and recorded.

13. Vendor shall have the capability to allow a designated number of free, local telephone calls per inmate. The County requires that the ITS allow free local calls from each of the intake/booking inmate telephones.

14. The ITS shall provide a recording at the beginning of any call that clearly identifies the call is collect, debit, free, etc. This recording must be free of any charges. Charges shall not begin accruing unless and until the party being called accepts the call.

15. Vendor shall provide a line for informants that will be free of charge to report crimes, such as reporting line that complies with the Prison Rape Elimination Act (PREA) of 2003. This line will be free of charge.

16. The ITS will have the capability for two-way voicemail.

17. The ITS will have the capability to limit calls to various minute increments (specified in Exhibit B). Configurations can apply to call duration, location, inmate account, PIN or by

telephone. The inmate and end caller will be notified of any limit in advance of termination of call.

18. The ITS shall have the capability to perform remote diagnostics to the ITS to identify any problem(s) that needs attention.

19. The ITS shall be capable of taking an individual station out of service without affecting other stations or units.

20. The ITS shall have the capability of allowing calls to specified numbers at specified times during the day.

21. The Vendor shall have the capability to interface with the County's Booking/Jail Management System (JMS) so that the inmate personal identification numbers (key number) will automatically be transferred, activated, and deactivated in the ITS based on the inmates custody status. The current management system, is BlackCreek/Sallyport run on IBM Series 7 RGB, a AS400 server. It will be the Vendor's responsibility to identify the requirements necessary to interface with either Jail Management System to ensure the Vendor will be able to meet the requirements for installation. The County shall not be responsible for paying any amounts associated with the required interface, including any charges that may be payable to BlackCreek/Sallyport to implement any required interface.

22. The ITS shall have the capability to assign and use Personal Identification Number (PIN) management. The PIN will provide collect, debit and pre-paid station to station calling for the inmate using the PIN. PINs will be stored in a database and accessible to Jail Staff depending upon staff user level.

23. Vendor shall ensure that all inmate and visitation telephones are operable no less than 98% of the time on a monthly basis ("in-service ratio") per facility. The in-service ratio excludes downtime associated with regularly scheduled maintenance/upgrades, facility lock-downs or power outages beyond the Vendor's control, which require the inmate and visitation telephones to be shut off.

24. The ITS shall provide booking and lobby kiosks at no additional cost to the County. Kiosks shall provide services such as deposits made onto the inmates pre-paid collect or debit account using cash, credit or debit card. ITS must interface with the Tehama County Jail's current commissary provider (Keefe Commissary Network) at no additional cost to County.

25. The Vendor shall provide accommodations necessary to comply with Americans with Disabilities Act (ADA) requirements including, but not limited to, providing telephones which are accessible to persons in wheelchairs, and providing systems that are compatible with Telecommunications Devices for the Deaf (TDD). Vendor will also provide a minimum of two "Teletypewriter" (TTY) devices for inmates requiring said service. The amount of TDD and TTY to TTY devices is specified in Exhibit B.

26. Vendor will install additional telephones (inmate and visitation) and monitoring and recording equipment as needed at no cost to the County. This includes expansion to the existing facility and any newly constructed facilities.

27. Vendor will provide pamphlets to the County at no cost to the County for inmates as requested to describe the applicable features and functionalities of the ITS.

System Requirements – Inmate Tablets

1. The Vendor shall be responsible for providing County with tablets at no cost to the County or its inmates. All funding for the inmate tablets will be the responsibility of the Vendor.

2. Vendor shall provide sufficient tablets to accommodate the demand of the inmate population in each housing unit from the effective date of the Contract and throughout the life of the contract. Vendor shall have backup inventory available in the event there is an increase in demand or population at the Tehama County Jail including the jail expansion. The estimated number of tablets is located in Exhibit B.

3. Vendor shall provide secure Wi-Fi network, which will not conflict with existing County Wi-Fi systems, for main jail including but not limited to the number of hotspots specified in Exhibit B and all necessary/related cabling. All applications must be intranet-based and run on Vendor's internal network. Tablets shall not allow inmates access to the internet.

4. Vendor shall be responsible for providing and maintaining separate internet and phone connections dedicated to the ITS, which shall meet the bandwidth needs of the system.

5. Vendor shall be responsible for all required labor, network, network management, wiring, and related equipment at no cost to the County.

6. Vendor will provide no less than seven (7) staff tablets providing administrative functions.

7. Tablets shall meet the following minimum requirements:
    a. Comprehensive learning management system and associated licenses, including a General Education Development (GED) program.
    b. Streaming Services that minimally include music, books, and games.
    c. The option for video visitation.
    d. Each inmate shall receive a unique login and password to receive their content.
    e. The capability to make phone calls through Vendor's ITS in the same manner as a landline. The phone calls completed via the Tablets must conform to all requirements and mandatory features for the ITS as set forth in this RFP.
    f. Inmates will not be assigned a particular tablet. Inmates will receive valid credentials that shall work on all tablets.
    g. Preloaded features, which minimally shall include a calendar, a calculator, and a dictionary.
    h. A PDF viewer or other document viewing application. The documents must be able to be organized by tabs or files for easy viewing. Vendor shall preload

documents provided by County at start of contract and as requested throughout the term of the contract at no cost.

i. Tablet specifications are listed in Exhibit B.

7. If so requested by County, the tablet shall be capable of integrating with other County technologies for other functions, such as inmate handbook uploads, inmate requests, medical requests, grievances, and commissary ordering. Preference will be given to Vendors that provide a law library by Legal Research Associates (LRA) for the tablets.

8. Tablets shall have security features so that inmates cannot load anything on the tablet, access anything other than approved content through the intranet or modify any items on or through the tablet. The security features must ensure that contents on any tablet cannot be shared with other tablets or devices.

9. Tablets shall have a security feature that immediately shuts down the tablet and sends an alert to the County and Vendor if an inmate attempts to access system settings or administrative functions. The inmate's log-in shall automatically be locked to prevent any use or access until cleared by County.

10. Tablets shall be clearly identified by using a numbering system that includes the Housing Unit numbers, housing group, or other identifying marks as designated by County.

11. All content in the Streaming Services must be preapproved by County. Vendor is responsible for providing a sufficient description of the content to allow County to approve without the necessity of viewing each item.

12. Proposals must include a description of any services that will be available, how the purchasing system will work and all applicable costs. Allow for a messaging application so that the tablet costs do not get passed to the County through reductions in commissions or increases in call rates or both. Allow messaging on the tablets to offset costs

13. Tablets and streaming content shall be free of any marketing and advertisements, unless otherwise expressed with the written consent of County.

14. Vendor shall provide replacement tablets and batteries as deemed necessary, as they become damaged or loss of functionality.

15. Vendor shall provide all tablets in a detention and corrections grade tamper proof case.

16. Vendor shall provide mobile charging carts for the tablets, which have the capability to hold a minimum of 32 tablets or charging stations. Carts or charging stations must be approved by County.

17. Vendor shall provide tablets designed for use by the hearing impaired and in accordance with all applicable laws. Provisions for the deaf must comply with Americans with Disabilities Act (ADA), and Telecommunications Devices for the Deaf (TDD) regulations and standards.

18. The Vendor will provide the ability for County to monitor and track inmate usage and activity on tablets. This includes the ability to analyze, run queries and search usage by factors including date, time, location, content type, inmate, or other parameters as may be requested by the County.

USER System Requirements – Video Visitation

1. The Vendor shall provide a video visitation option for inmates at no additional cost to the County. The specifications for video visitation are outlined in Exhibit B.

2. Video visitation functions shall include visitation scheduling, user management, and policy management software.

3. Video visitation must be web based and allow for County to administer visitation sessions and visitation operations based on County Policy.

4. Video visitations must connect automatically and without intervention from the County.

5. Video visitation system shall be located in all housing units and visitation locations in the Tehama County Jail Facility. (Further specified in Exhibit B)

6. Video visitation system must display visitation calendar or authorized visitation schedule to County and to those in custody.

7. Video visitation system must be able to provide a web-based scheduling system that is easy to operate. This web-based platform will require the support of Internet Explorer 11, at a minimum with the ability to upgrade, if necessary.

8. Visitors must be able to pay for video visitation by debit or credit card.

9. Video visitation scheduling system must be able to conduct conflict resolution and only display times that are available for visitation.

10. Video visitation system must be able to customize duration times for visitations, for example; personal visits are to be a maximum of thirty (30) minutes, one (1) hour for inmate workers.

11. Video visitation system must provide different levels of administrative functionality to Jail facility staff based on user type.

12. Video visitation system must have security features, such as cancellation and interruption of visitations that may be controlled remotely by County.

13. Video visitation system must allow for video visitation recording. Video visitation recordings will be stored at a length of time determined by state law.

14. Video visitation system must have a provision for hosted video visitation. Terminal specifics are outlines in Exhibit B.

System Requirement – Other

1. Vendor will provide a pre-recorded answering system/phone tree for public callers to obtain inmate information, such as; charges, bail, visitation schedule and first court appearance.

Installation, Maintenance and Repair

1. All electrical equipment must be installed in compliance with all applicable code requirements. All telephones must be securely fastened to the wall with security hardware approved by the County. The County reserves the right to pre-approve mounting and installation.

2. Installing contractor(s) shall possess all necessary licensing for the work performed, and shall be responsible for any necessary permits and inspections. Contractor shall comply with all codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on the performance of the work.

3. All materials and workmanship performed by the Contractor or his Subcontractor shall be in accordance with standard industry products and practices.

4. Vendor will be responsible for all costs associated with installation, maintenance, support and repair of all software and equipment. Vendor will obtain County's written permission before proceeding with any work that requires cutting into or through girders, beams, concrete, tile floors, partitions or ceilings, or any work that may impair fire proofing or moisture proofing, or potentially cause any structural damage.

5. Install, operate and maintain Jail inmate telephones and related equipment. Provide all inside wiring for the inmate and visitation telephones, install inmate and visitation telephones, install all related hardware, software, firmware or anything otherwise required to enable inmates at the Jail facility to make free, speed dial, collect, pre-paid, and debit local, long distance and international calls from the Jail facility as well as the completion of visitation sessions.

6. Vendor will be responsible for all associated costs with ITS, including purchase of equipment, installations, service, maintenance, voice network and transmission, data network, and day-to-day operation. This will include but may not be limited to all wiring, new electrical circuit installations, cables, parts, software, and physical installation at the Tehama County Jail.

7. Use of existing or in-place conduit; raceways, cableways, cable, inside wiring, telephone set mountings, switches, terminal boxes and terminals within the facility are at the risk of the Vendor and shall be approved by the County prior to use. No exposed wiring will be

E-Contract Review
Approval as to Form

Department Name: Administration

Vendor Name: TBD

Contract Description: RFP for provision of jail inmate telecommunication services.

APPROVED AS TO FORM:

Date: 09/25/2018

Office of the Tehama County Counsel
Richard Stout, County Counsel

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

REGULAR AGENDA

19. SHERIFF'S DEPARTMENT

a) Approval of the Tehama County Jail Inmate Telecommunications System Request for Proposal as amended by Addendums No. 1 and No. 2.

Sheriff Dave Hencratt said on 10/23/18, the Board approved the RFP for Inmate Telecommunications System and authorized Administration to solicit proposals. He said on 12/13/18 five proposals were received. He added he and three Sheriff's Department staff reviewed and scored the proposals and IC Solutions was unanimously the highest scored vender.

Sheriff Hencratt said the existing Jail Inmate Telecommunication System includes the jail visitation phones and the phone systems in the housing locations. Included in the existing system is the computer system that enables jail staff to download the phone calls made from the inmate housing locations, as well as, visitation. This system is outdated and not user friendly. The new system, if awarded to IC Solutions, would include new phones for both the visitation area, as well as, the inmate housing locations. Additionally, there would be implementation of video visitation that is both web based and through local kiosks located at the jail. The jail would also be utilizing tablet computers for the inmates housed in the back of the jail. These tablets will allow the inmates the ability to visit family members through a secure video link and complete several educational courses offered on the tablets. Video visits can be monitored in real time in order to insure jail security. The specified computer system that is responsible for recording all phone calls made from the facility would be user friendly and has many more features than the current system.

Sheriff Hencratt said the second agreement is with Keefe Commissary Network LLC. Keefe Commissary Network LLC is the nation's largest commissary provider. Keefe Commissary Network LLC has provided commissary services at the jail for many years. He added in November 2010, IC Solutions was acquired by TKC Holdings, LLC, the parent company of Keefe Commissary Network LLC. This acquisition allows both the inmate telecom and commissary services to operate from a single kiosk and on the tablets provided by IC Solutions.

Sheriff Hencratt said it should be noted that the commissary service was not included in the RFP. The agreement in place with Keefe Commissary Network LLC for commissary services in the jail has recently expired due to the integration of the two services it makes sense to have the two agreements expire at the same time.

Following additional comments;

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Candy Carlson, Supervisor - District 2
SECONDER:	Dennis Garton, Supervisor - District 3
AYES:	Chamblin, Garton, Williams, Bundy, Carlson

b) Authorization to award the RFQ to IC Solutions for the Tehama County Jail Inmate Telecommunications System.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Candy Carlson, Supervisor - District 2
SECONDER:	Dennis Garton, Supervisor - District 3
AYES:	Chamblin, Garton, Williams, Bundy, Carlson

c) AGREEMENT – Approval and authorization for the Chair to sign the Agreement with IC Solutions, for the purpose of proving the Tehama County Jail Inmate Telecommunications System, effective upon the date of signing for three years with the optional two, one year periods.

(Miscellaneous Agreement #2019-123)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Candy Carlson, Supervisor - District 2
SECONDER:	Dennis Garton, Supervisor - District 3
AYES:	Chamblin, Garton, Williams, Bundy, Carlson

d) AGREEMENT – Approval and authorization for the Chair to sign the Agreement with Keefe Commissary Network LLC, for the purpose of providing the Tehama County Jail Inmate Telecommunications System, effective upon the date of signing for three years with the optional two, one year periods.

(Miscellaneous Agreement #2019-124)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Candy Carlson, Supervisor - District 2
SECONDER:	Dennis Garton, Supervisor - District 3
AYES:	Chamblin, Garton, Williams, Bundy, Carlson

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 7th day of May, 2019.

DATED: May 9, 2019

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

Deputy: _____

E-Contract Review
Approval as to Form

Department Name: Tehama County Sheriff's Office

Vendor Name: IC Solutions

Document Description: Amendment #7 to Agreement for Inmate Telecommunications System

APPROVED AS TO FORM:

Date: 6/23/26

Office of the Tehama County Counsel
Daniel B. Klausner, Senior Deputy County Counsel

Tehama County

Agenda Request Form

File #: 26-1232 **Agenda Date:** 7/7/2026 **Agenda #:** 9.

CLERK & RECORDER / ELECTIONS DEPARTMENT - Clerk & Recorder / Registrar of Voters Sean Houghtby

Requested Action(s)

a) Receive and file the Certified Statement of All Votes Cast at the Statewide Direct Primary Election on June 2, 2026, to declare the winners for each office and the results of each measure under the Board's jurisdiction as set out in the Statement of All Votes Cast

b) Declare the winners for each office:

1) Supervisor 3rd District - Steve Zane
2) Supervisor 4th District - Matthew Hansen
3) Assessor - Burley Phillips
4) Auditor/Controller - Krista Peterson
5) Clerk/Recorder - Sean Houghtby
6) Treasurer/Tax Collector - Parker Hunt
7) County Superintendent of Schools - Jared Caylor

c) Declare as elected those candidates filing for the Tehama County Board of Education

Financial Impact:

None

Background Information:

If these actions are not approved, the Board would be in violation of law and the newly elected Officials would not qualify to take office as prescribed by law. The candidates listed on the Certificate of Nomination wither filed candidate documents or were appointed to the board prior to June 2, 2026.

TEHAMA COUNTY

STATEMENT OF ALL VOTES CAST FOR THE STATEWIDE DIRECT PRIMARY ELECTION

JUNE 2, 2026

SEAN HOUGHTBY, COUNTY CLERK

633 Washington St., Red Bluff CA 96080

530.527.8190

elections@tehama.gov

https://www.tehama.gov/government/departments/elections/

CERTIFICATE OF COUNTY CLERK TO RESULTS OF THE CANVASS OF THE STATEWIDE DIRECT PRIMARY ELECTION RETURNS

JUNE 2, 2026

STATE OF CALIFORNIA)

) ss.

COUNTY OF TEHAMA)

I, Sean Houghtby, County Clerk of said County of Tehama, do hereby certify that in pursuance of the provisions of the Elections Code, I did canvass the returns of the votes cast at the Statewide Direct Primary Election held on June 2, 2026 for elective public offices, and/or for and against each measure as submitted to the vote of the electors, and that the Statement of All Votes Cast, to which this certificate is attached shows the whole number of votes cast for each candidate and/or for and against each measure and in each of the respective precincts therein, and that the totals of the respective columns and the totals as shown for each candidate and/or for and against each measure are full, true, and correct.

WITNESS my hand and Official Seal this 26th day of June 2026.

SEAN HOUGHTBY
County Clerk

STATEWIDE DIRECT PRIMARY ELECTION
JUNE 2, 2026
CERTIFICATE OF NOMINATION

I, SEAN HOUGHTBY, County Clerk, County of Tehama, State of California, hereby certify that the following nominees qualify for appointment to the positions within the jurisdictions listed below, pursuant to Section 15400 of the Elections Code:

COUNTY

SUPERVISOR – 3rd DISTRICT
Steve Zane – Declare Elected

SUPERVISOR – 4th DISTRICT
Matthew Hansen – Declare Elected

ASSESSOR
Burley Phillips – Declare Elected

AUDITOR/CONTROLLER
Krista Peterson – Declare Elected

CLERK/RECORDER
Sean Houghtby – Declare Elected

TREASURER/TAX COLLECTOR
Parker Hunt – Declare Elected

TEHAMA COUNTY BOARD OF EDUCATION

Pursuant to Education Code §5326 and Education Code §5328, the candidates who have been nominated shall be declared elected.

TRUSTEE AREA 3
Pamela Begrin – Declare Elected

COUNTY SUPERINTENDENT OF SCHOOLS

Jared Caylor – Declare Elected

Dated: June 26, 2026

SEAN HOUGHTBY
County Clerk & Recorder
County of Tehama, State of California

HELP AMERICA VOTE ACT OF 2002
CERTIFICATION OF ELECTIONS OFFICIAL

STATE OF CALIFORNIA

COUNTY OF Tehama } ss.

Pursuant to the statewide voter registration list requirements set forth in the Help America Vote Act of 2002 ((HAVA) 52 U.S.C. § 21083),

I, Sean Houghtby, County Clerk/Registrar of Voters for the County of Tehama, State of California, hereby certify that I complied with all provisions of Chapter 2 of Division 7 of Title 2 of the California Code of Regulations for the Federal election held on the 2nd day of June 2026, in the County of Tehama, State of California and all elections consolidated therewith.

I hereby set my hand and official seal this 25th day of June, 2026, at the County of Tehama

COUNTY SEAL

County Clerk/Registrar of Voters
County of Tehama
State of California

CERTIFICATION OF
COUNTY CLERK/REGISTRAR OF VOTERS OF THE
RESULTS OF THE CANVASS
OF THE JUNE 2, 2026,
PRIMARY ELECTION

STATE OF CALIFORNIA

COUNTY OF Tehama } ss.

I, Sean Houghtby, County Clerk/Registrar of Voters of County of Tehama, do hereby certify that, in pursuance of the provisions of Elections Code section 15300, et seq., I did canvass the results of the votes cast in the Primary Election held in said County on June 2, 2026, for contests that were submitted to the vote of the voters, and that the Statement of Votes Cast, to which this certificate is attached is full, true, and correct.

I hereby set my hand and official seal this 25th day of June, 2026, at the County of Tehama

COUNTY SEAL

County Clerk/Registrar of Voters
County of Tehama
State of California

Summary for: All Contests, All Districts, All Tabulators, All Counting Groups
Statewide Direct Primary Election
Tehama County
June 02, 2026
Final Official

Precincts Reported: 38 of 38 (100.00%)
Voters Cast: 16,827 of 37,312 (45.10%)

GOVERNOR (Vote for 1)

Precincts Reported: 38 of 38 (100.00%)

	Total	
Times Cast	16,827 / 37,312	45.10%
Undervotes	163	
Overvotes	69	

Candidate	Party	Total	
MARGARET TROWE	NPP	10	0.06%
TONY K. THURMOND	DEM	64	0.39%
THUNDER PARLEY	DEM	16	0.10%
KATIE PORTER	DEM	446	2.69%
TOM WOODARD	LIB	26	0.16%
LEO SAMUEL ZACKY	REP	75	0.45%
ERIN "ZEZ" ZEZULAK	DEM	34	0.20%
DAVID ZICKEFOOSE	REP	11	0.07%
AMANDA MARTIN	NPP	13	0.08%
MATT MAHAN	DEM	355	2.14%
BRENT MAUPIN	NPP	6	0.04%
DANIEL MERCURI	NPP	11	0.07%
BETTY T. YEE	DEM	65	0.39%
NANCY D. YOUNG	NPP	7	0.04%
ALICIA OLIVIA LAPP	REP	13	0.08%
MATTHEW CHASE LEVY	DEM	8	0.05%
DUANE TERRENCE LOYNES JR.	NPP	3	0.02%
RANDEEP S. DHILLON	REP	55	0.33%
LIVINGFORGOD ANDCOUNTRY DEMOTT	NPP	5	0.03%
PATRICIA DE LUCA BASUALDO	REP	7	0.04%
LOUIS A. DE BARRAICUA	DEM	8	0.05%
RAJI RAB	DEM	3	0.02%
SATISH RAO	DEM	2	0.01%
RAMSEY ROBINSON	PF	51	0.31%
LEWIS HERMS	NPP	18	0.11%
RAFAEL M. HERNANDEZ	REP	7	0.04%
JON HENDERSON	NPP	28	0.17%

Candidate	Party	Total	
STEVE HILTON	REP	6,246	37.64%
NAOMI BAR-LEV	NPP	2	0.01%
XAVIER BECERRA	DEM	1,537	9.26%
CAROLINA BUHLER	DEM	25	0.15%
CHAD BIANCO	REP	5,260	31.70%
JOSEPH CABRERA	NPP	9	0.05%
ELAINE CULOTTI	NPP	8	0.05%
JOEL E. JACOB	DEM	1	0.01%
MAX FOMIN	NPP	1	0.01%
LUKASZ ADAM FILINSKI	NPP	0	0.00%
SERGE FIANKAN	NPP	1	0.01%
LEO NARANJO IV	REP	27	0.16%
TIM NELSON	REP	71	0.43%
TOM STEYER	DEM	1,907	11.49%
ERIC SWALWELL	DEM	23	0.14%
SCOTT P SHIELDS	DEM	3	0.02%
FREDERIC C. SCHULTZ	NPP	7	0.04%
CHRISTINE R. SARMIENTO	NPP	8	0.05%
REZA SAFARNEJAD	NPP	0	0.00%
SAM SANDAK	NPP	1	0.01%
GRETHA SOLÓRZANO	REP	22	0.13%
JAMES ATHANS JR.	REP	15	0.09%
LARRY AZEVEDO	DEM	5	0.03%
MOHAMMAD ARIF	DEM	3	0.02%
AKINYEMI AGBEDE	DEM	1	0.01%
DEREK GRASTY	DEM	8	0.05%
DON J. GRUNDMANN	NPP	3	0.02%
DAWIT KELLEL	NPP	1	0.01%
ANNE KOMAROVSK	NPP	0	0.00%
GARY HOWARD KIDGELL	DEM	2	0.01%
SOPHIA EDUM-A-SAM	DEM	0	0.00%
MAURO ALBERTO OROZCO	NPP	1	0.01%
BARACK D. OBAMA SHAW	DEM	12	0.07%
ANTONIO VILLARAIGOSA	DEM	29	0.17%
Total Votes		16,595	

		Total	
KALID MEKY	WRITE-IN	0	0.00%
JIBRI J PEAVY	WRITE-IN	0	0.00%
BUTCH WARE	WRITE-IN	6	0.04%
MICHEL J DILGER	WRITE-IN	0	0.00%
DIRK LANGER	WRITE-IN	0	0.00%
CHE AHN	WRITE-IN	3	0.02%

LIEUTENANT GOVERNOR (Vote for 1)

Precincts Reported: 38 of 38 (100.00%)

	Total	
Times Cast	16,827 / 37,312	45.10%
Undervotes	860	
Overvotes	47	

Candidate	Party	Total	
MICHAEL TUBBS	DEM	468	2.94%
TIM MYERS	DEM	206	1.29%
FIONA MA	DEM	1,829	11.49%
OLIVER MA	DEM	458	2.88%
EBIE LYNCH	REP	565	3.55%
JEYSON LOPEZ	DEM	49	0.31%
GLORIA ROMERO	REP	2,794	17.55%
RAKESH CHRISTIAN	NPP	12	0.08%
DAVID COLLENBERG	REP	5,414	34.01%
SEAN COLLINSON	NPP	62	0.39%
JOSH FRYDAY	DEM	938	5.89%
DAVID FENNELL	REP	1,882	11.82%
ALICE STEK	PF	162	1.02%
SKIP SHELTON	REP	767	4.82%
ABDUR RAHMAN SIKDER	DEM	39	0.24%
JANELLE KELLMAN	DEM	275	1.73%
Total Votes		15,920	

		Total	
JAMES P CAMERON	WRITE-IN	0	0.00%

SECRETARY OF STATE (Vote for 1)

Precincts Reported: 38 of 38 (100.00%)

	Total	
Times Cast	16,827 / 37,312	45.10%
Undervotes	632	
Overvotes	3	

Candidate	Party	Total	
DONALD P. (DON) WAGNER	REP	11,538	71.26%
SHIRLEY N. WEBER	DEM	4,160	25.69%
GARY N. BLENNER	GRN	287	1.77%
MICHAEL FEINSTEIN	GRN	207	1.28%
Total Votes		16,192	

CONTROLLER (Vote for 1)

Precincts Reported: 38 of 38 (100.00%)

	Total	
Times Cast	16,827 / 37,312	45.10%
Undervotes	802	
Overvotes	2	

Candidate	Party	Total	
HERB W MORGAN	REP	11,416	71.25%
MALIA M. COHEN	DEM	4,082	25.48%
MEGHANN ADAMS	PF	525	3.28%
Total Votes		16,023	

TREASURER (Vote for 1)

Precincts Reported: 38 of 38 (100.00%)

	Total	
Times Cast	16,827 / 37,312	45.10%
Undervotes	1,015	
Overvotes	12	

Candidate	Party	Total	
GLENN TURNER	GRN	184	1.16%
JENNIFER HAWKS	REP	5,785	36.61%
ANNA M. CABALLERO	DEM	1,273	8.06%
DAVID SERPA	REP	5,652	35.77%
ELENI KOUNALAKIS	DEM	2,271	14.37%
TONY VAZQUEZ	DEM	635	4.02%
Total Votes		15,800	

ATTORNEY GENERAL (Vote for 1)

Precincts Reported: 38 of 38 (100.00%)

	Total	
Times Cast	16,827 / 37,312	45.10%
Undervotes	897	
Overvotes	3	

Candidate	Party	Total	
MARJORIE MIKELS	GRN	591	3.71%
ROB BONTA	DEM	3,759	23.60%
MICHAEL E. GATES	REP	11,577	72.69%
Total Votes		15,927	

INSURANCE COMMISSIONER (Vote for 1)

Precincts Reported: 38 of 38 (100.00%)

	Total	
Times Cast	16,827 / 37,312	45.10%
Undervotes	1,249	
Overvotes	21	

Candidate	Party	Total	
PATRICK WOLFF	DEM	584	3.75%
SEAN LEE	REP	1,178	7.57%
KEITH W. DAVIS	AI	347	2.23%
ROBERT P HOWELL	REP	3,519	22.62%
STEVEN CRAIG BRADFORD	DEM	431	2.77%
MERRITT FARREN	REP	2,205	14.17%
BEN ALLEN	DEM	1,211	7.78%
ERIC THOR AARNIO	REP	912	5.86%
STACY A. KORSGADEN	REP	3,225	20.73%
JANE KIM	DEM	1,678	10.79%
EDUARDO "LALO" VARGAS	PF	267	1.72%
Total Votes		15,557	

MEMBER, STATE BOARD OF EQUALIZATION, 1ST DISTRICT (Vote for 1)

Precincts Reported: 38 of 38 (100.00%)

	Total	
Times Cast	16,827 / 37,312	45.10%
Undervotes	1,202	
Overvotes	9	

Candidate	Party	Total	
DONALD E. WILLIAMSON	DEM	1,569	10.05%
DUSTY BEACH	REP	3,984	25.51%
NADER F SHAHATIT	REP	1,023	6.55%
SHANNON GROVE	REP	6,385	40.89%
NELSON ESPARZA	DEM	2,655	17.00%
Total Votes		15,616	

UNITED STATES REPRESENTATIVE, 1ST DISTRICT - FULL TERM (Vote for 1)

Precincts Reported: 38 of 38 (100.00%)

	Total	
Times Cast	16,827 / 37,312	45.10%
Undervotes	464	
Overvotes	6	

Candidate	Party	Total	
MIKE MCGUIRE	DEM	2,200	13.45%
RICHARD T. MINNER	NPP	40	0.24%
AUDREY DENNEY	DEM	2,009	12.28%
JAMES GALLAGHER	REP	11,918	72.86%
JANICE KARRMAN	DEM	83	0.51%
TIMOTHY SEAN KELLY	NPP	107	0.65%
Total Votes		16,357	

UNITED STATES REPRESENTATIVE, 1ST DISTRICT - PARTIAL/UNEXPIRED TERM (Vote for 1)

Precincts Reported: 38 of 38 (100.00%)

	Total	
Times Cast	16,827 / 37,312	45.10%
Undervotes	570	
Overvotes	13	

Candidate	Party	Total	
JAMES GALLAGHER	REP	11,514	70.88%
MIKE MCGUIRE	DEM	2,277	14.02%
RICHARD MONTGOMERY	NPP	131	0.81%
AUDREY DENNEY	DEM	1,984	12.21%
JOT THIARA	REP	338	2.08%
Total Votes		16,244	

MEMBER OF THE STATE ASSEMBLY, 3RD DISTRICT (Vote for 1)

Precincts Reported: 38 of 38 (100.00%)

	Total	
Times Cast	16,827 / 37,312	45.10%
Undervotes	2,736	
Overvotes	11	

Candidate	Party	Total	
JAMES "JAMIE" JOHANSSON	REP	5,123	36.38%
DOM BELZA	REP	6,558	46.58%
ANDREW COOLIDGE	REP	2,399	17.04%
Total Votes		14,080	

SUPERINTENDENT OF PUBLIC INSTRUCTION (Vote for 1)

Precincts Reported: 38 of 38 (100.00%)

	Total	
Times Cast	16,827 / 37,312	45.10%
Undervotes	3,361	
Overvotes	9	

Candidate	Party	Total	
GUS MATTAMMAL		476	3.54%
AL MURATSUCHI		622	4.62%
FRANK LARA		1,172	8.71%
AINYE LONG		1,026	7.62%
ANTHONY RENDON		696	5.17%
NICHELLE M. HENDERSON		583	4.33%
RICHARD BARRERA		1,928	14.33%
WENDY CASTANEDA LEAL		1,209	8.98%
JOSH NEWMAN		1,213	9.01%
SONJA SHAW		4,532	33.68%
Total Votes		13,457	

COUNTY SUPERINTENDENT OF SCHOOLS (Vote for 1)

Precincts Reported: 38 of 38 (100.00%)

	Total	
Times Cast	16,827 / 37,312	45.10%
Undervotes	5,150	
Overvotes	2	

Candidate	Party	Total	
JARED CAYLOR		11,675	100.00%
Total Votes		11,675	

SUPERVISOR, 3RD DISTRICT (Vote for 1)

Precincts Reported: 10 of 10 (100.00%)

	Total	
Times Cast	4,077 / 8,376	48.67%
Undervotes	368	
Overvotes	1	

Candidate	Party	Total	
STEVE ZANE		2,470	66.61%
MELANI KAIN		1,238	33.39%
Total Votes		3,708	

SUPERVISOR, 4TH DISTRICT (Vote for 1)

Precincts Reported: 10 of 10 (100.00%)

	Total	
Times Cast	2,458 / 6,237	39.41%
Undervotes	336	
Overvotes	1	

Candidate	Party	Total	
SUSAN PRICE		860	40.55%
MATT HANSEN		1,261	59.45%
Total Votes		2,121	

ASSESSOR (Vote for 1)

Precincts Reported: 38 of 38 (100.00%)

	Total	
Times Cast	16,827 / 37,312	45.10%
Undervotes	4,830	
Overvotes	2	

Candidate	Party	Total	
BURLEY PHILLIPS		11,995	100.00%
Total Votes		11,995	

AUDITOR/CONTROLLER (Vote for 1)

Precincts Reported: 38 of 38 (100.00%)

	Total	
Times Cast	16,827 / 37,312	45.10%
Undervotes	4,839	
Overvotes	1	

Candidate	Party	Total	
KRISTA PETERSON		11,987	100.00%
Total Votes		11,987	

CLERK & RECORDER (Vote for 1)

Precincts Reported: 38 of 38 (100.00%)

	Total	
Times Cast	16,827 / 37,312	45.10%
Undervotes	2,798	
Overvotes	5	

Candidate	Party	Total	
SEAN HOUGHTBY		10,891	77.66%
PATI NOLEN		3,133	22.34%
Total Votes		14,024	

TREASURER/TAX COLLECTOR (Vote for 1)

Precincts Reported: 38 of 38 (100.00%)

	Total	
Times Cast	16,827 / 37,312	45.10%
Undervotes	5,014	
Overvotes	4	

Candidate	Party	Total	
PARKER R. HUNT		11,809	100.00%
Total Votes		11,809	

Measure S - Street Safety, Maintenance, And Road Tax Citizen Initiative. (Vote for 1)

Precincts Reported: 6 of 6 (100.00%)

	Total	
Times Cast	2,926 / 7,823	37.40%
Undervotes	98	
Overvotes	0	

Candidate	Party	Total	
YES		1,706	60.33%
NO		1,122	39.67%
Total Votes		2,828	

Measure T - Antelope Elementary School District Safe And Updated Schools Measure (Vote for 1)

Precincts Reported: 6 of 6 (100.00%)

	Total	
Times Cast	1,789 / 3,549	50.41%
Undervotes	110	
Overvotes	0	

Candidate	Party	Total	
YES		885	52.71%
NO		794	47.29%
Total Votes		1,679	

1 GOVERNOR

						1	1	1	1	1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)		NPP - MARGARET TROWE	DEM - TONY K. THURMOND	DEM - THUNDER PARLEY	DEM - KATIE PORTER	LIB - TOM WOODARD	REP - LEO SAMUEL ZACKY	DEM - ERIN "ZEZ" ZEZULAK	REP - DAVID ZICKEFOOSE	NPP - AMANDA MARTIN	DEM - MATT MAHAN
CALIFORNIA	Total	37312	16827	45.10%		10	64	16	446	26	75	34	11	13	355
CONGRESSIONAL DISTRICT 1	Total	37312	16827	45.10%		10	64	16	446	26	75	34	11	13	355
STATE SENATE DISTRICT 1	Total	37312	16827	45.10%		10	64	16	446	26	75	34	11	13	355
STATE ASSEMBLY DISTRICT 3	Total	37312	16827	45.10%		10	64	16	446	26	75	34	11	13	355
BRD OF EQUALIZATION DISTRICT 1	Total	37312	16827	45.10%		10	64	16	446	26	75	34	11	13	355
COUNTY OF TEHAMA	Total	37312	16827	45.10%		10	64	16	446	26	75	34	11	13	355
SUPERVISORIAL DISTRICT 1	Total	8769	4233	48.27%		1	14	3	99	2	20	9	6	1	86
SUPERVISORIAL DISTRICT 2	Total	7224	3197	44.26%		1	16	2	75	7	11	5	2	4	63
SUPERVISORIAL DISTRICT 3	Total	8376	4077	48.67%		2	12	1	128	8	12	7	1	5	101
SUPERVISORIAL DISTRICT 4	Total	6237	2458	39.41%		4	7	8	64	4	15	7	1	2	48
SUPERVISORIAL DISTRICT 5	Total	6706	2862	42.68%		2	15	2	80	5	17	6	1	1	57
CITY OF CORNING	Total	3438	1048	30.48%			4	5	32		8	3	1		21
CITY OF RED BLUFF	Total	7823	2926	37.40%		2	12	4	108	8	17	9	2	3	83
CITY OF TEHAMA	Total	243	118	48.56%			1		6			1			1
UNINCORPORATED AREA	Total	25808	12735	49.35%		8	47	7	300	18	50	21	8	10	250

1 GOVERNOR

						1	1	1	1	1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)		NPP - BRENT MAUPIN	NPP - DANIEL MERCURI	DEM - BETTY T. YEE	NPP - NANCY D. YOUNG	REP - ALICIA OLIVIA LAPP	DEM - MATTHEW CHASE LEVY	NPP - DUANE TERRENCE LOYNES JR.	REP - RANDEEP S. DHILLON	NPP - LIVINGFORGOD ANDCOUNTRY DEMOTT	REP - PATRICIA DE LUCA BASUALDO
CALIFORNIA	Total	37312	16827	45.10%		6	11	65	7	13	8	3	55	5	7
CONGRESSIONAL DISTRICT 1	Total	37312	16827	45.10%		6	11	65	7	13	8	3	55	5	7
STATE SENATE DISTRICT 1	Total	37312	16827	45.10%		6	11	65	7	13	8	3	55	5	7
STATE ASSEMBLY DISTRICT 3	Total	37312	16827	45.10%		6	11	65	7	13	8	3	55	5	7
BRD OF EQUALIZATION DISTRICT 1	Total	37312	16827	45.10%		6	11	65	7	13	8	3	55	5	7
COUNTY OF TEHAMA	Total	37312	16827	45.10%		6	11	65	7	13	8	3	55	5	7
SUPERVISORIAL DISTRICT 1	Total	8769	4233	48.27%		1	1	8	3	3	3	1	12	3	1
SUPERVISORIAL DISTRICT 2	Total	7224	3197	44.26%		2	4	16	1	1	2		13		3
SUPERVISORIAL DISTRICT 3	Total	8376	4077	48.67%			4	21	1	3	2	2	13	1	2
SUPERVISORIAL DISTRICT 4	Total	6237	2458	39.41%		2		13	1	5			11	1	1
SUPERVISORIAL DISTRICT 5	Total	6706	2862	42.68%		1	2	7	1	1	1		6		
CITY OF CORNING	Total	3438	1048	30.48%				5	1	2	1		3	1	
CITY OF RED BLUFF	Total	7823	2926	37.40%		1	4	13	2		3	1	12	2	4
CITY OF TEHAMA	Total	243	118	48.56%				1							
UNINCORPORATED AREA	Total	25808	12735	49.35%		5	7	46	4	11	4	2	40	2	3

1 GOVERNOR

						1	1	1	1	1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)		DEM - LOUIS A. DE BARRAICUA	DEM - RAJ RAB	DEM - SATISH RAO	PF - RAMSEY ROBINSON	NPP - LEWIS HERMS	REP - RAFAEL M. HERNANDEZ	NPP - JON HENDERSON	REP - STEVE HILTON	NPP - NAOMI BAR-LEV	DEM - XAVIER BECERRA
CALIFORNIA	Total	37312	16827	45.10%		8	3	2	51	18	7	28	6246	2	1537
CONGRESSIONAL DISTRICT 1	Total	37312	16827	45.10%		8	3	2	51	18	7	28	6246	2	1537
STATE SENATE DISTRICT 1	Total	37312	16827	45.10%		8	3	2	51	18	7	28	6246	2	1537
STATE ASSEMBLY DISTRICT 3	Total	37312	16827	45.10%		8	3	2	51	18	7	28	6246	2	1537
BRD OF EQUALIZATION DISTRICT 1	Total	37312	16827	45.10%		8	3	2	51	18	7	28	6246	2	1537
COUNTY OF TEHAMA	Total	37312	16827	45.10%		8	3	2	51	18	7	28	6246	2	1537
SUPERVISORIAL DISTRICT 1	Total	8769	4233	48.27%		4		1	9	5	2	4	1677		384
SUPERVISORIAL DISTRICT 2	Total	7224	3197	44.26%		2	1		18	4	2	9	1053		245
SUPERVISORIAL DISTRICT 3	Total	8376	4077	48.67%		1	1		3	6	2	4	1597	1	384
SUPERVISORIAL DISTRICT 4	Total	6237	2458	39.41%		1	1		8	1	1	8	856		233
SUPERVISORIAL DISTRICT 5	Total	6706	2862	42.68%				1	13	2		3	1063	1	291
CITY OF CORNING	Total	3438	1048	30.48%					12	1		5	311		158
CITY OF RED BLUFF	Total	7823	2926	37.40%		5	1	1	20	1	2	4	822	1	345
CITY OF TEHAMA	Total	243	118	48.56%								1	50		16
UNINCORPORATED AREA	Total	25808	12735	49.35%		3	2	1	19	16	5	18	5063	1	1018

1 GOVERNOR

						1	1	1	1	1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)		DEM - CAROLINA BUHLER	REP - CHAD BIANCO	NPP - JOSEPH CABRERA	NPP - ELAINE CULOTTI	DEM - JOEL E. JACOB	NPP - MAX FOMIN	NPP - LUKASZ ADAM FILINSKI	NPP - SERGE FIANKAN	REP - LEO NARANJO IV	REP - TIM NELSON
CALIFORNIA	Total	37312	16827	45.10%		25	5260	9	8	1	1		1	27	71
CONGRESSIONAL DISTRICT 1	Total	37312	16827	45.10%		25	5260	9	8	1	1		1	27	71
STATE SENATE DISTRICT 1	Total	37312	16827	45.10%		25	5260	9	8	1	1		1	27	71
STATE ASSEMBLY DISTRICT 3	Total	37312	16827	45.10%		25	5260	9	8	1	1		1	27	71
BRD OF EQUALIZATION DISTRICT 1	Total	37312	16827	45.10%		25	5260	9	8	1	1		1	27	71
COUNTY OF TEHAMA	Total	37312	16827	45.10%		25	5260	9	8	1	1		1	27	71
SUPERVISORIAL DISTRICT 1	Total	8769	4233	48.27%		4	1261	2	1		1			1	16
SUPERVISORIAL DISTRICT 2	Total	7224	3197	44.26%		3	1182		1				1	8	15
SUPERVISORIAL DISTRICT 3	Total	8376	4077	48.67%		6	1166	4		1				7	14
SUPERVISORIAL DISTRICT 4	Total	6237	2458	39.41%		7	800	2	3					3	14
SUPERVISORIAL DISTRICT 5	Total	6706	2862	42.68%		5	851	1	3					8	12
CITY OF CORNING	Total	3438	1048	30.48%		5	294	1						3	6
CITY OF RED BLUFF	Total	7823	2926	37.40%		8	876	1	1		1		1	9	18
CITY OF TEHAMA	Total	243	118	48.56%			22								1
UNINCORPORATED AREA	Total	25808	12735	49.35%		12	4068	7	7	1				15	46

1 GOVERNOR

						1	1	1	1	1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)		DEM - TOM STEYER	DEM - ERIC SWALWELL	DEM - SCOTT P SHIELDS	NPP - FREDERIC C. SCHULTZ	NPP - CHRISTINE R. SARMIENTO	NPP - REZA SAFARNEJAD	NPP - SAM SANDAK	REP - GRETHA SOLÓRZANO	REP - JAMES ATHANS JR.	DEM - LARRY AZEVEDO
CALIFORNIA	Total	37312	16827	45.10%		1907	23	3	7	8		1	22	15	5
CONGRESSIONAL DISTRICT 1	Total	37312	16827	45.10%		1907	23	3	7	8		1	22	15	5
STATE SENATE DISTRICT 1	Total	37312	16827	45.10%		1907	23	3	7	8		1	22	15	5
STATE ASSEMBLY DISTRICT 3	Total	37312	16827	45.10%		1907	23	3	7	8		1	22	15	5
BRD OF EQUALIZATION DISTRICT 1	Total	37312	16827	45.10%		1907	23	3	7	8		1	22	15	5
COUNTY OF TEHAMA	Total	37312	16827	45.10%		1907	23	3	7	8		1	22	15	5
SUPERVISORIAL DISTRICT 1	Total	8769	4233	48.27%		479	4	1	3	2			8	3	2
SUPERVISORIAL DISTRICT 2	Total	7224	3197	44.26%		348	3			3			6	6	
SUPERVISORIAL DISTRICT 3	Total	8376	4077	48.67%		474	9	1	3	1		1	2	2	1
SUPERVISORIAL DISTRICT 4	Total	6237	2458	39.41%		265	2	1	1				1	4	2
SUPERVISORIAL DISTRICT 5	Total	6706	2862	42.68%		341	5			2			5		
CITY OF CORNING	Total	3438	1048	30.48%		131	1	1	1				1	4	
CITY OF RED BLUFF	Total	7823	2926	37.40%		416	4	1	1	4			7	3	1
CITY OF TEHAMA	Total	243	118	48.56%		16									
UNINCORPORATED AREA	Total	25808	12735	49.35%		1344	18	1	5	4		1	14	8	4

1 GOVERNOR

						1	1	1	1	1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)		DEM - MOHAMMAD ARIF	DEM - AKINYEMI AGBEDE	DEM - DEREK GRASTY	NPP - DON J. GRUNDMANN	NPP - DAWIT KELLEL	NPP - ANNE KOMAROVSK	DEM - GARY HOWARD KIDGELL	DEM - SOPHIA EDUM-A-SAM	NPP - MAURO ALBERTO OROZCO	DEM - BARACK D. OBAMA SHAW
CALIFORNIA	Total	37312	16827	45.10%		3	1	8	3	1		2		1	12
CONGRESSIONAL DISTRICT 1	Total	37312	16827	45.10%		3	1	8	3	1		2		1	12
STATE SENATE DISTRICT 1	Total	37312	16827	45.10%		3	1	8	3	1		2		1	12
STATE ASSEMBLY DISTRICT 3	Total	37312	16827	45.10%		3	1	8	3	1		2		1	12
BRD OF EQUALIZATION DISTRICT 1	Total	37312	16827	45.10%		3	1	8	3	1		2		1	12
COUNTY OF TEHAMA	Total	37312	16827	45.10%		3	1	8	3	1		2		1	12
SUPERVISORIAL DISTRICT 1	Total	8769	4233	48.27%		1		1	1	1		1			3
SUPERVISORIAL DISTRICT 2	Total	7224	3197	44.26%		1		1						1	1
SUPERVISORIAL DISTRICT 3	Total	8376	4077	48.67%			1	2				1			4
SUPERVISORIAL DISTRICT 4	Total	6237	2458	39.41%		1									2
SUPERVISORIAL DISTRICT 5	Total	6706	2862	42.68%				4	2						2
CITY OF CORNING	Total	3438	1048	30.48%				1	1						2
CITY OF RED BLUFF	Total	7823	2926	37.40%		1	1	2	1					1	3
CITY OF TEHAMA	Total	243	118	48.56%											
UNINCORPORATED AREA	Total	25808	12735	49.35%		2		5	1	1		2			7

1 GOVERNOR

						1	1	1	1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)		DEM - ANTONIO VILLARAIGOSA	Write-ins	Total Votes	KALID MEKY	JIBRI J PEAVY	BUTCH WARE	MICHEL J DILGER	DIRK LANGER	CHE AHN
CALIFORNIA	Total	37312	16827	45.10%		29		16595			6			3
CONGRESSIONAL DISTRICT 1	Total	37312	16827	45.10%		29		16595			6			3
STATE SENATE DISTRICT 1	Total	37312	16827	45.10%		29		16595			6			3
STATE ASSEMBLY DISTRICT 3	Total	37312	16827	45.10%		29		16595			6			3
BRD OF EQUALIZATION DISTRICT 1	Total	37312	16827	45.10%		29		16595			6			3
COUNTY OF TEHAMA	Total	37312	16827	45.10%		29		16595			6			3
SUPERVISORIAL DISTRICT 1	Total	8769	4233	48.27%		7		4170			1			3
SUPERVISORIAL DISTRICT 2	Total	7224	3197	44.26%		1		3145			2			
SUPERVISORIAL DISTRICT 3	Total	8376	4077	48.67%		7		4033			1			
SUPERVISORIAL DISTRICT 4	Total	6237	2458	39.41%		6		2419			2			
SUPERVISORIAL DISTRICT 5	Total	6706	2862	42.68%		8		2828						
CITY OF CORNING	Total	3438	1048	30.48%		5		1031						
CITY OF RED BLUFF	Total	7823	2926	37.40%		5		2861			3			
CITY OF TEHAMA	Total	243	118	48.56%				116						
UNINCORPORATED AREA	Total	25808	12735	49.35%		19		12587			3			3

1 LIEUTENANT GOVERNOR

						1	1	1	1	1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)		DEM - MICHAEL TUBBS	DEM - TIM MYERS	DEM - FIONA MA	DEM - OLIVER MA	REP - EBIE LYNCH	DEM - JEYSON LOPEZ	REP - GLORIA ROMERO	NPP - RAKESH CHRISTIAN	REP - DAVID COLLENBERG	NPP - SEAN COLLINSON
CALIFORNIA	Total	37312	16827	45.10%		468	206	1829	458	565	49	2794	12	5414	62
CONGRESSIONAL DISTRICT 1	Total	37312	16827	45.10%		468	206	1829	458	565	49	2794	12	5414	62
STATE SENATE DISTRICT 1	Total	37312	16827	45.10%		468	206	1829	458	565	49	2794	12	5414	62
STATE ASSEMBLY DISTRICT 3	Total	37312	16827	45.10%		468	206	1829	458	565	49	2794	12	5414	62
BRD OF EQUALIZATION DISTRICT 1	Total	37312	16827	45.10%		468	206	1829	458	565	49	2794	12	5414	62
COUNTY OF TEHAMA	Total	37312	16827	45.10%		468	206	1829	458	565	49	2794	12	5414	62
SUPERVISORIAL DISTRICT 1	Total	8769	4233	48.27%		97	44	442	112	144	9	744	2	1310	9
SUPERVISORIAL DISTRICT 2	Total	7224	3197	44.26%		95	47	315	76	119	2	479	1	1084	9
SUPERVISORIAL DISTRICT 3	Total	8376	4077	48.67%		129	38	479	110	143	16	713	4	1203	23
SUPERVISORIAL DISTRICT 4	Total	6237	2458	39.41%		57	36	269	88	63	11	401	2	875	17
SUPERVISORIAL DISTRICT 5	Total	6706	2862	42.68%		90	41	324	72	96	11	457	3	942	4
CITY OF CORNING	Total	3438	1048	30.48%		45	26	137	58	31	8	149		294	3
CITY OF RED BLUFF	Total	7823	2926	37.40%		114	49	385	123	107	9	381	2	799	11
CITY OF TEHAMA	Total	243	118	48.56%		4	1	18		5	2	25		23	
UNINCORPORATED AREA	Total	25808	12735	49.35%		305	130	1289	277	422	30	2239	10	4298	48

1 LIEUTENANT GOVERNOR

						1	1	1	1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)		DEM - JOSH FRYDAY	REP - DAVID FENNELL	PF - ALICE STEK	REP - SKIP SHELTON	DEM - ABDUR RAHMAN SIKDER	DEM - JANELLE KELLMAN	Write-ins	Total Votes	JAMES P CAMERON
CALIFORNIA	Total	37312	16827	45.10%		938	1882	162	767	39	275		15920	
CONGRESSIONAL DISTRICT 1	Total	37312	16827	45.10%		938	1882	162	767	39	275		15920	
STATE SENATE DISTRICT 1	Total	37312	16827	45.10%		938	1882	162	767	39	275		15920	
STATE ASSEMBLY DISTRICT 3	Total	37312	16827	45.10%		938	1882	162	767	39	275		15920	
BRD OF EQUALIZATION DISTRICT 1	Total	37312	16827	45.10%		938	1882	162	767	39	275		15920	
COUNTY OF TEHAMA	Total	37312	16827	45.10%		938	1882	162	767	39	275		15920	
SUPERVISORIAL DISTRICT 1	Total	8769	4233	48.27%		254	505	36	207	9	87		4011	
SUPERVISORIAL DISTRICT 2	Total	7224	3197	44.26%		161	360	35	172	8	46		3009	
SUPERVISORIAL DISTRICT 3	Total	8376	4077	48.67%		241	478	34	184	6	56		3857	
SUPERVISORIAL DISTRICT 4	Total	6237	2458	39.41%		104	237	24	96	9	40		2329	
SUPERVISORIAL DISTRICT 5	Total	6706	2862	42.68%		178	302	33	108	7	46		2714	
CITY OF CORNING	Total	3438	1048	30.48%		58	99	15	51	3	19		996	
CITY OF RED BLUFF	Total	7823	2926	37.40%		200	301	42	148	11	67		2749	
CITY OF TEHAMA	Total	243	118	48.56%		12	10	1	8		3		112	
UNINCORPORATED AREA	Total	25808	12735	49.35%		668	1472	104	560	25	186		12063	

1 SECRETARY OF STATE

						1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)		REP - DONALD P. (DON) WAGNER	DEM - SHIRLEY N. WEBER	GRN - GARY N. BLENNER	GRN - MICHAEL FEINSTEIN	Write-ins	Total Votes
CALIFORNIA	Total	37312	16827	45.10%		11538	4160	287	207		16192
CONGRESSIONAL DISTRICT 1	Total	37312	16827	45.10%		11538	4160	287	207		16192
STATE SENATE DISTRICT 1	Total	37312	16827	45.10%		11538	4160	287	207		16192
STATE ASSEMBLY DISTRICT 3	Total	37312	16827	45.10%		11538	4160	287	207		16192
BRD OF EQUALIZATION DISTRICT 1	Total	37312	16827	45.10%		11538	4160	287	207		16192
COUNTY OF TEHAMA	Total	37312	16827	45.10%		11538	4160	287	207		16192
SUPERVISORIAL DISTRICT 1	Total	8769	4233	48.27%		2951	1031	75	41		4098
SUPERVISORIAL DISTRICT 2	Total	7224	3197	44.26%		2250	736	40	47		3073
SUPERVISORIAL DISTRICT 3	Total	8376	4077	48.67%		2746	1027	71	60		3904
SUPERVISORIAL DISTRICT 4	Total	6237	2458	39.41%		1674	605	45	32		2356
SUPERVISORIAL DISTRICT 5	Total	6706	2862	42.68%		1917	761	56	27		2761
CITY OF CORNING	Total	3438	1048	30.48%		625	338	24	21		1008
CITY OF RED BLUFF	Total	7823	2926	37.40%		1732	946	74	51		2803
CITY OF TEHAMA	Total	243	118	48.56%		69	39	3	2		113
UNINCORPORATED AREA	Total	25808	12735	49.35%		9112	2837	186	133		12268

1 CONTROLLER

						1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)		REP - HERB W MORGAN	DEM - MALIA M. COHEN	PF - MEGHANN ADAMS	Write-ins	Total Votes
CALIFORNIA	Total	37312	16827	45.10%		11416	4082	525		16023
CONGRESSIONAL DISTRICT 1	Total	37312	16827	45.10%		11416	4082	525		16023
STATE SENATE DISTRICT 1	Total	37312	16827	45.10%		11416	4082	525		16023
STATE ASSEMBLY DISTRICT 3	Total	37312	16827	45.10%		11416	4082	525		16023
BRD OF EQUALIZATION DISTRICT 1	Total	37312	16827	45.10%		11416	4082	525		16023
COUNTY OF TEHAMA	Total	37312	16827	45.10%		11416	4082	525		16023
SUPERVISORIAL DISTRICT 1	Total	8769	4233	48.27%		2918	988	148		4054
SUPERVISORIAL DISTRICT 2	Total	7224	3197	44.26%		2203	728	95		3026
SUPERVISORIAL DISTRICT 3	Total	8376	4077	48.67%		2726	1032	109		3867
SUPERVISORIAL DISTRICT 4	Total	6237	2458	39.41%		1655	587	88		2330
SUPERVISORIAL DISTRICT 5	Total	6706	2862	42.68%		1914	747	85		2746
CITY OF CORNING	Total	3438	1048	30.48%		615	338	45		998
CITY OF RED BLUFF	Total	7823	2926	37.40%		1693	920	155		2768
CITY OF TEHAMA	Total	243	118	48.56%		71	44	1		116
UNINCORPORATED AREA	Total	25808	12735	49.35%		9037	2780	324		12141

1 TREASURER

						1	1	1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)		GRN - GLENN TURNER	REP - JENNIFER HAWKS	DEM - ANNA M. CABALLERO	REP - DAVID SERPA	DEM - ELENI KOUNALAKIS	DEM - TONY VAZQUEZ	Write-ins	Total Votes
CALIFORNIA	Total	37312	16827	45.10%		184	5785	1273	5652	2271	635		15800
CONGRESSIONAL DISTRICT 1	Total	37312	16827	45.10%		184	5785	1273	5652	2271	635		15800
STATE SENATE DISTRICT 1	Total	37312	16827	45.10%		184	5785	1273	5652	2271	635		15800
STATE ASSEMBLY DISTRICT 3	Total	37312	16827	45.10%		184	5785	1273	5652	2271	635		15800
BRD OF EQUALIZATION DISTRICT 1	Total	37312	16827	45.10%		184	5785	1273	5652	2271	635		15800
COUNTY OF TEHAMA	Total	37312	16827	45.10%		184	5785	1273	5652	2271	635		15800
SUPERVISORIAL DISTRICT 1	Total	8769	4233	48.27%		35	1538	299	1384	572	161		3989
SUPERVISORIAL DISTRICT 2	Total	7224	3197	44.26%		32	1060	211	1174	413	114		3004
SUPERVISORIAL DISTRICT 3	Total	8376	4077	48.67%		45	1388	288	1340	601	146		3808
SUPERVISORIAL DISTRICT 4	Total	6237	2458	39.41%		29	823	230	829	286	102		2299
SUPERVISORIAL DISTRICT 5	Total	6706	2862	42.68%		43	976	245	925	399	112		2700
CITY OF CORNING	Total	3438	1048	30.48%		17	305	138	313	151	63		987
CITY OF RED BLUFF	Total	7823	2926	37.40%		46	834	288	893	517	156		2734
CITY OF TEHAMA	Total	243	118	48.56%		3	35	17	36	17	5		113
UNINCORPORATED AREA	Total	25808	12735	49.35%		118	4611	830	4410	1586	411		11966

1 ATTORNEY GENERAL

						1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)		GRN - MARJORIE MIKELS	DEM - ROB BONTA	REP - MICHAEL E. GATES	Write-ins	Total Votes
CALIFORNIA	Total	37312	16827	45.10%		591	3759	11577		15927
CONGRESSIONAL DISTRICT 1	Total	37312	16827	45.10%		591	3759	11577		15927
STATE SENATE DISTRICT 1	Total	37312	16827	45.10%		591	3759	11577		15927
STATE ASSEMBLY DISTRICT 3	Total	37312	16827	45.10%		591	3759	11577		15927
BRD OF EQUALIZATION DISTRICT 1	Total	37312	16827	45.10%		591	3759	11577		15927
COUNTY OF TEHAMA	Total	37312	16827	45.10%		591	3759	11577		15927
SUPERVISORIAL DISTRICT 1	Total	8769	4233	48.27%		133	938	2958		4029
SUPERVISORIAL DISTRICT 2	Total	7224	3197	44.26%		104	664	2247		3015
SUPERVISORIAL DISTRICT 3	Total	8376	4077	48.67%		153	932	2747		3832
SUPERVISORIAL DISTRICT 4	Total	6237	2458	39.41%		90	546	1695		2331
SUPERVISORIAL DISTRICT 5	Total	6706	2862	42.68%		111	679	1930		2720
CITY OF CORNING	Total	3438	1048	30.48%		50	311	639		1000
CITY OF RED BLUFF	Total	7823	2926	37.40%		155	850	1749		2754
CITY OF TEHAMA	Total	243	118	48.56%		5	38	74		117
UNINCORPORATED AREA	Total	25808	12735	49.35%		381	2560	9115		12056

1 INSURANCE COMMISSIONER

						1	1	1	1	1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)		DEM - PATRICK WOLFF	REP - SEAN LEE	AI - KEITH W. DAVIS	REP - ROBERT P HOWELL	DEM - STEVEN CRAIG BRADFORD	REP - MERRITT FARREN	DEM - BEN ALLEN	REP - ERIC THOR AARNIO	REP - STACY A. KORSGADEN	DEM - JANE KIM
CALIFORNIA	Total	37312	16827	45.10%		584	1178	347	3519	431	2205	1211	912	3225	1678
CONGRESSIONAL DISTRICT 1	Total	37312	16827	45.10%		584	1178	347	3519	431	2205	1211	912	3225	1678
STATE SENATE DISTRICT 1	Total	37312	16827	45.10%		584	1178	347	3519	431	2205	1211	912	3225	1678
STATE ASSEMBLY DISTRICT 3	Total	37312	16827	45.10%		584	1178	347	3519	431	2205	1211	912	3225	1678
BRD OF EQUALIZATION DISTRICT 1	Total	37312	16827	45.10%		584	1178	347	3519	431	2205	1211	912	3225	1678
COUNTY OF TEHAMA	Total	37312	16827	45.10%		584	1178	347	3519	431	2205	1211	912	3225	1678
SUPERVISORIAL DISTRICT 1	Total	8769	4233	48.27%		123	276	85	922	85	596	318	244	786	442
SUPERVISORIAL DISTRICT 2	Total	7224	3197	44.26%		127	227	73	678	72	431	187	191	615	310
SUPERVISORIAL DISTRICT 3	Total	8376	4077	48.67%		140	323	74	849	112	502	329	192	772	401
SUPERVISORIAL DISTRICT 4	Total	6237	2458	39.41%		92	187	48	472	79	322	177	129	493	227
SUPERVISORIAL DISTRICT 5	Total	6706	2862	42.68%		102	165	67	598	83	354	200	156	559	298
CITY OF CORNING	Total	3438	1048	30.48%		46	70	22	182	53	128	78	35	182	142
CITY OF RED BLUFF	Total	7823	2926	37.40%		133	185	77	552	90	340	259	147	463	401
CITY OF TEHAMA	Total	243	118	48.56%			9	4	22	4	16	8	5	17	14
UNINCORPORATED AREA	Total	25808	12735	49.35%		405	914	244	2763	284	1721	866	725	2563	1121

1 INSURANCE COMMISSIONER

						1	1	1
		Registered Voters	Voters Cast	Turnout (%)		PF - EDUARDO "LALO" VARGAS	Write-ins	Total Votes
CALIFORNIA	Total	37312	16827	45.10%		267		15557
CONGRESSIONAL DISTRICT 1	Total	37312	16827	45.10%		267		15557
STATE SENATE DISTRICT 1	Total	37312	16827	45.10%		267		15557
STATE ASSEMBLY DISTRICT 3	Total	37312	16827	45.10%		267		15557
BRD OF EQUALIZATION DISTRICT 1	Total	37312	16827	45.10%		267		15557
COUNTY OF TEHAMA	Total	37312	16827	45.10%		267		15557
SUPERVISORIAL DISTRICT 1	Total	8769	4233	48.27%		50		3927
SUPERVISORIAL DISTRICT 2	Total	7224	3197	44.26%		37		2948
SUPERVISORIAL DISTRICT 3	Total	8376	4077	48.67%		50		3744
SUPERVISORIAL DISTRICT 4	Total	6237	2458	39.41%		57		2283
SUPERVISORIAL DISTRICT 5	Total	6706	2862	42.68%		73		2655
CITY OF CORNING	Total	3438	1048	30.48%		46		984
CITY OF RED BLUFF	Total	7823	2926	37.40%		63		2710
CITY OF TEHAMA	Total	243	118	48.56%		9		108
UNINCORPORATED AREA	Total	25808	12735	49.35%		149		11755

1 MEMBER, STATE BOARD OF EQUALIZATION, 1ST DISTRICT

						1	1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)		DEM - DONALD E. WILLIAMSON	REP - DUSTY BEACH	REP - NADER F SHAHATIT	REP - SHANNON GROVE	DEM - NELSON ESPARZA	Write-ins	Total Votes
CALIFORNIA	Total	37312	16827	45.10%		1569	3984	1023	6385	2655		15616
CONGRESSIONAL DISTRICT 1	Total	37312	16827	45.10%		1569	3984	1023	6385	2655		15616
STATE SENATE DISTRICT 1	Total	37312	16827	45.10%		1569	3984	1023	6385	2655		15616
STATE ASSEMBLY DISTRICT 3	Total	37312	16827	45.10%		1569	3984	1023	6385	2655		15616
BRD OF EQUALIZATION DISTRICT 1	Total	37312	16827	45.10%		1569	3984	1023	6385	2655		15616
COUNTY OF TEHAMA	Total	37312	16827	45.10%		1569	3984	1023	6385	2655		15616
SUPERVISORIAL DISTRICT 1	Total	8769	4233	48.27%		406	976	273	1652	634		3941
SUPERVISORIAL DISTRICT 2	Total	7224	3197	44.26%		282	785	186	1228	477		2958
SUPERVISORIAL DISTRICT 3	Total	8376	4077	48.67%		400	967	243	1503	639		3752
SUPERVISORIAL DISTRICT 4	Total	6237	2458	39.41%		202	597	150	925	418		2292
SUPERVISORIAL DISTRICT 5	Total	6706	2862	42.68%		279	659	171	1077	487		2673
CITY OF CORNING	Total	3438	1048	30.48%		108	249	55	339	240		991
CITY OF RED BLUFF	Total	7823	2926	37.40%		369	638	124	949	632		2712
CITY OF TEHAMA	Total	243	118	48.56%		17	26	5	40	20		108
UNINCORPORATED AREA	Total	25808	12735	49.35%		1075	3071	839	5057	1763		11805

1 UNITED STATES REPRESENTATIVE, 1ST DISTRICT - FULL TERM

						1	1	1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)		DEM - MIKE MCGUIRE	NPP - RICHARD T. MINNER	DEM - AUDREY DENNEY	REP - JAMES GALLAGHER	DEM - JANICE KARRMAN	NPP - TIMOTHY SEAN KELLY	Write-ins	Total Votes
CALIFORNIA	Total	37312	16827	45.10%		2200	40	2009	11918	83	107		16357
CONGRESSIONAL DISTRICT 1	Total	37312	16827	45.10%		2200	40	2009	11918	83	107		16357
STATE SENATE DISTRICT 1	Total	37312	16827	45.10%		2200	40	2009	11918	83	107		16357
STATE ASSEMBLY DISTRICT 3	Total	37312	16827	45.10%		2200	40	2009	11918	83	107		16357
BRD OF EQUALIZATION DISTRICT 1	Total	37312	16827	45.10%		2200	40	2009	11918	83	107		16357
COUNTY OF TEHAMA	Total	37312	16827	45.10%		2200	40	2009	11918	83	107		16357
SUPERVISORIAL DISTRICT 1	Total	8769	4233	48.27%		558	10	474	3038	26	21		4127
SUPERVISORIAL DISTRICT 2	Total	7224	3197	44.26%		409	6	330	2316	6	25		3092
SUPERVISORIAL DISTRICT 3	Total	8376	4077	48.67%		569	12	490	2841	18	29		3959
SUPERVISORIAL DISTRICT 4	Total	6237	2458	39.41%		306	6	303	1736	18	19		2388
SUPERVISORIAL DISTRICT 5	Total	6706	2862	42.68%		358	6	412	1987	15	13		2791
CITY OF CORNING	Total	3438	1048	30.48%		151	1	202	649	8	5		1016
CITY OF RED BLUFF	Total	7823	2926	37.40%		506	9	456	1801	27	31		2830
CITY OF TEHAMA	Total	243	118	48.56%		11		29	77				117
UNINCORPORATED AREA	Total	25808	12735	49.35%		1532	30	1322	9391	48	71		12394

1 UNITED STATES REPRESENTATIVE, 1ST DISTRICT - PARTIAL/UNEXPIRED TERM

						1	1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)		REP - JAMES GALLAGHER	DEM - MIKE MCGUIRE	NPP - RICHARD MONTGOMERY	DEM - AUDREY DENNEY	REP - JOT THIARA	Write-ins	Total Votes
CALIFORNIA	Total	37312	16827	45.10%		11514	2277	131	1984	338		16244
CONGRESSIONAL DISTRICT 1	Total	37312	16827	45.10%		11514	2277	131	1984	338		16244
STATE SENATE DISTRICT 1	Total	37312	16827	45.10%		11514	2277	131	1984	338		16244
STATE ASSEMBLY DISTRICT 3	Total	37312	16827	45.10%		11514	2277	131	1984	338		16244
BRD OF EQUALIZATION DISTRICT 1	Total	37312	16827	45.10%		11514	2277	131	1984	338		16244
COUNTY OF TEHAMA	Total	37312	16827	45.10%		11514	2277	131	1984	338		16244
SUPERVISORIAL DISTRICT 1	Total	8769	4233	48.27%		2927	575	33	485	77		4097
SUPERVISORIAL DISTRICT 2	Total	7224	3197	44.26%		2254	406	28	329	61		3078
SUPERVISORIAL DISTRICT 3	Total	8376	4077	48.67%		2724	605	36	465	85		3915
SUPERVISORIAL DISTRICT 4	Total	6237	2458	39.41%		1680	315	17	303	55		2370
SUPERVISORIAL DISTRICT 5	Total	6706	2862	42.68%		1929	376	17	402	60		2784
CITY OF CORNING	Total	3438	1048	30.48%		619	153	7	196	34		1009
CITY OF RED BLUFF	Total	7823	2926	37.40%		1713	508	47	463	83		2814
CITY OF TEHAMA	Total	243	118	48.56%		75	13		28	1		117
UNINCORPORATED AREA	Total	25808	12735	49.35%		9107	1603	77	1297	220		12304

1 MEMBER OF THE STATE ASSEMBLY, 3RD DISTRICT

						1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)		REP - JAMES "JAMIE" JOHANSSON	REP - DOM BELZA	REP - ANDREW COOLIDGE	Write-ins	Total Votes
CALIFORNIA	Total	37312	16827	45.10%		5123	6558	2399		14080
CONGRESSIONAL DISTRICT 1	Total	37312	16827	45.10%		5123	6558	2399		14080
STATE SENATE DISTRICT 1	Total	37312	16827	45.10%		5123	6558	2399		14080
STATE ASSEMBLY DISTRICT 3	Total	37312	16827	45.10%		5123	6558	2399		14080
BRD OF EQUALIZATION DISTRICT 1	Total	37312	16827	45.10%		5123	6558	2399		14080
COUNTY OF TEHAMA	Total	37312	16827	45.10%		5123	6558	2399		14080
SUPERVISORIAL DISTRICT 1	Total	8769	4233	48.27%		1319	1602	644		3565
SUPERVISORIAL DISTRICT 2	Total	7224	3197	44.26%		1018	1197	450		2665
SUPERVISORIAL DISTRICT 3	Total	8376	4077	48.67%		1243	1536	574		3353
SUPERVISORIAL DISTRICT 4	Total	6237	2458	39.41%		756	987	338		2081
SUPERVISORIAL DISTRICT 5	Total	6706	2862	42.68%		787	1236	393		2416
CITY OF CORNING	Total	3438	1048	30.48%		265	414	173		852
CITY OF RED BLUFF	Total	7823	2926	37.40%		839	951	559		2349
CITY OF TEHAMA	Total	243	118	48.56%		35	41	21		97
UNINCORPORATED AREA	Total	25808	12735	49.35%		3984	5152	1646		10782

1 SUPERINTENDENT OF PUBLIC INSTRUCTION

						1	1	1	1	1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)		GUS MATTAMMAL	AL MURATSUCHI	FRANK LARA	AINYE LONG	ANTHONY RENDON	NICHELLE M. HENDERSON	RICHARD BARRERA	WENDY CASTANEDA LEAL	JOSH NEWMAN	SONJA SHAW
CALIFORNIA	Total	37312	16827	45.10%		476	622	1172	1026	696	583	1928	1209	1213	4532
CONGRESSIONAL DISTRICT 1	Total	37312	16827	45.10%		476	622	1172	1026	696	583	1928	1209	1213	4532
STATE SENATE DISTRICT 1	Total	37312	16827	45.10%		476	622	1172	1026	696	583	1928	1209	1213	4532
STATE ASSEMBLY DISTRICT 3	Total	37312	16827	45.10%		476	622	1172	1026	696	583	1928	1209	1213	4532
BRD OF EQUALIZATION DISTRICT 1	Total	37312	16827	45.10%		476	622	1172	1026	696	583	1928	1209	1213	4532
COUNTY OF TEHAMA	Total	37312	16827	45.10%		476	622	1172	1026	696	583	1928	1209	1213	4532
SUPERVISORIAL DISTRICT 1	Total	8769	4233	48.27%		119	149	285	230	177	124	490	298	305	1174
SUPERVISORIAL DISTRICT 2	Total	7224	3197	44.26%		89	133	225	237	126	111	373	211	246	845
SUPERVISORIAL DISTRICT 3	Total	8376	4077	48.67%		112	146	264	240	142	138	473	295	310	1097
SUPERVISORIAL DISTRICT 4	Total	6237	2458	39.41%		77	79	194	166	108	105	275	189	163	634
SUPERVISORIAL DISTRICT 5	Total	6706	2862	42.68%		79	115	204	153	143	105	317	216	189	782
CITY OF CORNING	Total	3438	1048	30.48%		19	40	82	80	52	52	142	98	60	251
CITY OF RED BLUFF	Total	7823	2926	37.40%		84	127	260	206	140	132	383	235	205	662
CITY OF TEHAMA	Total	243	118	48.56%		1	4	14	7	7	1	13	8	6	27
UNINCORPORATED AREA	Total	25808	12735	49.35%		372	451	816	733	497	398	1390	868	942	3592

1 SUPERINTENDENT OF PUBLIC INSTRUCTION

						1	1
		Registered Voters	Voters Cast	Turnout (%)		Write-ins	Total Votes
CALIFORNIA	Total	37312	16827	45.10%			13457
CONGRESSIONAL DISTRICT 1	Total	37312	16827	45.10%			13457
STATE SENATE DISTRICT 1	Total	37312	16827	45.10%			13457
STATE ASSEMBLY DISTRICT 3	Total	37312	16827	45.10%			13457
BRD OF EQUALIZATION DISTRICT 1	Total	37312	16827	45.10%			13457
COUNTY OF TEHAMA	Total	37312	16827	45.10%			13457
SUPERVISORIAL DISTRICT 1	Total	8769	4233	48.27%			3351
SUPERVISORIAL DISTRICT 2	Total	7224	3197	44.26%			2596
SUPERVISORIAL DISTRICT 3	Total	8376	4077	48.67%			3217
SUPERVISORIAL DISTRICT 4	Total	6237	2458	39.41%			1990
SUPERVISORIAL DISTRICT 5	Total	6706	2862	42.68%			2303
CITY OF CORNING	Total	3438	1048	30.48%			876
CITY OF RED BLUFF	Total	7823	2926	37.40%			2434
CITY OF TEHAMA	Total	243	118	48.56%			88
UNINCORPORATED AREA	Total	25808	12735	49.35%			10059

1 COUNTY SUPERINTENDENT OF SCHOOLS

					1	1	1
		Registered Voters	Voters Cast	Turnout (%)	JARED CAYLOR	Write-ins	Total Votes
CALIFORNIA	Total	37312	16827	45.10%	11675		11675
CONGRESSIONAL DISTRICT 1	Total	37312	16827	45.10%	11675		11675
STATE SENATE DISTRICT 1	Total	37312	16827	45.10%	11675		11675
STATE ASSEMBLY DISTRICT 3	Total	37312	16827	45.10%	11675		11675
BRD OF EQUALIZATION DISTRICT 1	Total	37312	16827	45.10%	11675		11675
COUNTY OF TEHAMA	Total	37312	16827	45.10%	11675		11675
SUPERVISORIAL DISTRICT 1	Total	8769	4233	48.27%	2845		2845
SUPERVISORIAL DISTRICT 2	Total	7224	3197	44.26%	2291		2291
SUPERVISORIAL DISTRICT 3	Total	8376	4077	48.67%	2799		2799
SUPERVISORIAL DISTRICT 4	Total	6237	2458	39.41%	1746		1746
SUPERVISORIAL DISTRICT 5	Total	6706	2862	42.68%	1994		1994
CITY OF CORNING	Total	3438	1048	30.48%	754		754
CITY OF RED BLUFF	Total	7823	2926	37.40%	2147		2147
CITY OF TEHAMA	Total	243	118	48.56%	87		87
UNINCORPORATED AREA	Total	25808	12735	49.35%	8687		8687

1 SUPERVISOR, 3RD DISTRICT

					1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)	STEVE ZANE	MELANI KAIN	Write-ins	Total Votes
CALIFORNIA	Total	8376	4077	48.67%	2470	1238		3708
CONGRESSIONAL DISTRICT 1	Total	8376	4077	48.67%	2470	1238		3708
STATE SENATE DISTRICT 1	Total	8376	4077	48.67%	2470	1238		3708
STATE ASSEMBLY DISTRICT 3	Total	8376	4077	48.67%	2470	1238		3708
BRD OF EQUALIZATION DISTRICT 1	Total	8376	4077	48.67%	2470	1238		3708
COUNTY OF TEHAMA	Total	8376	4077	48.67%	2470	1238		3708
SUPERVISORIAL DISTRICT 3	Total	8376	4077	48.67%	2470	1238		3708
CITY OF RED BLUFF	Total	695	215	30.94%	139	51		190
UNINCORPORATED AREA	Total	7681	3862	50.28%	2331	1187		3518

1 SUPERVISOR, 4TH DISTRICT

					1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)	SUSAN PRICE	MATT HANSEN	Write-ins	Total Votes
CALIFORNIA	Total	6237	2458	39.41%	860	1261		2121
CONGRESSIONAL DISTRICT 1	Total	6237	2458	39.41%	860	1261		2121
STATE SENATE DISTRICT 1	Total	6237	2458	39.41%	860	1261		2121
STATE ASSEMBLY DISTRICT 3	Total	6237	2458	39.41%	860	1261		2121
BRD OF EQUALIZATION DISTRICT 1	Total	6237	2458	39.41%	860	1261		2121
COUNTY OF TEHAMA	Total	6237	2458	39.41%	860	1261		2121
SUPERVISORIAL DISTRICT 4	Total	6237	2458	39.41%	860	1261		2121
CITY OF CORNING	Total	2089	625	29.92%	249	293		542
UNINCORPORATED AREA	Total	4148	1833	44.19%	611	968		1579

1 ASSESSOR

					1	1	1
		Registered Voters	Voters Cast	Turnout (%)	BURLEY PHILLIPS	Write-ins	Total Votes
CALIFORNIA	Total	37312	16827	45.10%	11995		11995
CONGRESSIONAL DISTRICT 1	Total	37312	16827	45.10%	11995		11995
STATE SENATE DISTRICT 1	Total	37312	16827	45.10%	11995		11995
STATE ASSEMBLY DISTRICT 3	Total	37312	16827	45.10%	11995		11995
BRD OF EQUALIZATION DISTRICT 1	Total	37312	16827	45.10%	11995		11995
COUNTY OF TEHAMA	Total	37312	16827	45.10%	11995		11995
SUPERVISORIAL DISTRICT 1	Total	8769	4233	48.27%	2933		2933
SUPERVISORIAL DISTRICT 2	Total	7224	3197	44.26%	2347		2347
SUPERVISORIAL DISTRICT 3	Total	8376	4077	48.67%	2881		2881
SUPERVISORIAL DISTRICT 4	Total	6237	2458	39.41%	1775		1775
SUPERVISORIAL DISTRICT 5	Total	6706	2862	42.68%	2059		2059
CITY OF CORNING	Total	3438	1048	30.48%	769		769
CITY OF RED BLUFF	Total	7823	2926	37.40%	2189		2189
CITY OF TEHAMA	Total	243	118	48.56%	81		81
UNINCORPORATED AREA	Total	25808	12735	49.35%	8956		8956

1 AUDITOR/CONTROLLER

					1	1	1
		Registered Voters	Voters Cast	Turnout (%)	KRISTA PETERSON	Write-ins	Total Votes
CALIFORNIA	Total	37312	16827	45.10%	11987		11987
CONGRESSIONAL DISTRICT 1	Total	37312	16827	45.10%	11987		11987
STATE SENATE DISTRICT 1	Total	37312	16827	45.10%	11987		11987
STATE ASSEMBLY DISTRICT 3	Total	37312	16827	45.10%	11987		11987
BRD OF EQUALIZATION DISTRICT 1	Total	37312	16827	45.10%	11987		11987
COUNTY OF TEHAMA	Total	37312	16827	45.10%	11987		11987
SUPERVISORIAL DISTRICT 1	Total	8769	4233	48.27%	2934		2934
SUPERVISORIAL DISTRICT 2	Total	7224	3197	44.26%	2318		2318
SUPERVISORIAL DISTRICT 3	Total	8376	4077	48.67%	2904		2904
SUPERVISORIAL DISTRICT 4	Total	6237	2458	39.41%	1781		1781
SUPERVISORIAL DISTRICT 5	Total	6706	2862	42.68%	2050		2050
CITY OF CORNING	Total	3438	1048	30.48%	763		763
CITY OF RED BLUFF	Total	7823	2926	37.40%	2179		2179
CITY OF TEHAMA	Total	243	118	48.56%	86		86
UNINCORPORATED AREA	Total	25808	12735	49.35%	8959		8959

1 CLERK & RECORDER

						1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)		SEAN HOUGHTBY	PATI NOLEN	Write-ins	Total Votes
CALIFORNIA	Total	37312	16827	45.10%		10891	3133		14024
CONGRESSIONAL DISTRICT 1	Total	37312	16827	45.10%		10891	3133		14024
STATE SENATE DISTRICT 1	Total	37312	16827	45.10%		10891	3133		14024
STATE ASSEMBLY DISTRICT 3	Total	37312	16827	45.10%		10891	3133		14024
BRD OF EQUALIZATION DISTRICT 1	Total	37312	16827	45.10%		10891	3133		14024
COUNTY OF TEHAMA	Total	37312	16827	45.10%		10891	3133		14024
SUPERVISORIAL DISTRICT 1	Total	8769	4233	48.27%		2678	786		3464
SUPERVISORIAL DISTRICT 2	Total	7224	3197	44.26%		2179	572		2751
SUPERVISORIAL DISTRICT 3	Total	8376	4077	48.67%		2688	743		3431
SUPERVISORIAL DISTRICT 4	Total	6237	2458	39.41%		1503	523		2026
SUPERVISORIAL DISTRICT 5	Total	6706	2862	42.68%		1843	509		2352
CITY OF CORNING	Total	3438	1048	30.48%		617	247		864
CITY OF RED BLUFF	Total	7823	2926	37.40%		1928	602		2530
CITY OF TEHAMA	Total	243	118	48.56%		75	22		97
UNINCORPORATED AREA	Total	25808	12735	49.35%		8271	2262		10533

1 TREASURER/TAX COLLECTOR

					1	1	1
		Registered Voters	Voters Cast	Turnout (%)	PARKER R. HUNT	Write-ins	Total Votes
CALIFORNIA	Total	37312	16827	45.10%	11809		11809
CONGRESSIONAL DISTRICT 1	Total	37312	16827	45.10%	11809		11809
STATE SENATE DISTRICT 1	Total	37312	16827	45.10%	11809		11809
STATE ASSEMBLY DISTRICT 3	Total	37312	16827	45.10%	11809		11809
BRD OF EQUALIZATION DISTRICT 1	Total	37312	16827	45.10%	11809		11809
COUNTY OF TEHAMA	Total	37312	16827	45.10%	11809		11809
SUPERVISORIAL DISTRICT 1	Total	8769	4233	48.27%	2879		2879
SUPERVISORIAL DISTRICT 2	Total	7224	3197	44.26%	2270		2270
SUPERVISORIAL DISTRICT 3	Total	8376	4077	48.67%	2872		2872
SUPERVISORIAL DISTRICT 4	Total	6237	2458	39.41%	1779		1779
SUPERVISORIAL DISTRICT 5	Total	6706	2862	42.68%	2009		2009
CITY OF CORNING	Total	3438	1048	30.48%	766		766
CITY OF RED BLUFF	Total	7823	2926	37.40%	2098		2098
CITY OF TEHAMA	Total	243	118	48.56%	86		86
UNINCORPORATED AREA	Total	25808	12735	49.35%	8859		8859

1 Measure S - Street Safety, Maintenance, And Road Tax Citizen Initiative.

					1	1	1
		Registered Voters	Voters Cast	Turnout (%)	YES	NO	Total Votes
CALIFORNIA	Total	7823	2926	37.40%	1706	1122	2828
CONGRESSIONAL DISTRICT 1	Total	7823	2926	37.40%	1706	1122	2828
STATE SENATE DISTRICT 1	Total	7823	2926	37.40%	1706	1122	2828
STATE ASSEMBLY DISTRICT 3	Total	7823	2926	37.40%	1706	1122	2828
BRD OF EQUALIZATION DISTRICT 1	Total	7823	2926	37.40%	1706	1122	2828
COUNTY OF TEHAMA	Total	7823	2926	37.40%	1706	1122	2828
SUPERVISORIAL DISTRICT 1	Total	3271	1343	41.06%	789	504	1293
SUPERVISORIAL DISTRICT 2	Total	3857	1368	35.47%	774	550	1324
SUPERVISORIAL DISTRICT 3	Total	695	215	30.94%	143	68	211
CITY OF RED BLUFF	Total	7823	2926	37.40%	1706	1122	2828

1 Measure T - Antelope Elementary School District Safe And Updated Schools Measure

					1	1	1
		Registered Voters	Voters Cast	Turnout (%)	YES	NO	Total Votes
CALIFORNIA	Total	3549	1789	50.41%	885	794	1679
CONGRESSIONAL DISTRICT 1	Total	3549	1789	50.41%	885	794	1679
STATE SENATE DISTRICT 1	Total	3549	1789	50.41%	885	794	1679
STATE ASSEMBLY DISTRICT 3	Total	3549	1789	50.41%	885	794	1679
BRD OF EQUALIZATION DISTRICT 1	Total	3549	1789	50.41%	885	794	1679
COUNTY OF TEHAMA	Total	3549	1789	50.41%	885	794	1679
SUPERVISORIAL DISTRICT 3	Total	3549	1789	50.41%	885	794	1679
CITY OF RED BLUFF	Total	114	33	28.95%	19	11	30
UNINCORPORATED AREA	Total	3435	1756	51.12%	866	783	1649

1 GOVERNOR

		Registered Voters	Voters Cast	Turnout (%)		NPP - MARGARET TROWE	DEM - TONY K. THURMOND	DEM - THUNDER PARLEY	DEM - KATIE PORTER	LIB - TOM WOODARD	REP - LEO SAMUEL ZACKY	DEM - ERIN "ZEZ" ZEZULAK	REP - DAVID ZICKEFOOSE	NPP - AMANDA MARTIN	DEM - MATT MAHAN
0010030		3712	1886	50.81%			4	1	28	1	7	4	3		22
0010130		1786	1004	56.22%			5		22		2		1		21
0012060		1525	561	36.79%		1	3		24		4	2		1	15
0012080		1086	517	47.61%			2	1	16	1	3	1	1		14
0012210		660	265	40.15%				1	9		4	2	1		14
0020140		1174	638	54.34%			6		9	1	3	1			16
0020160		866	388	44.80%			1		6		4		2	1	8
0020250		1327	803	60.51%			3		14					1	8
0022190		2891	994	34.38%		1	5	2	34	6	2	4		2	26
0022240		966	374	38.72%			1		12		2				5
0030010		594	325	54.71%			1		4		1				7
0030015		103	66	64.08%					4						2
0030120		2445	1158	47.36%				1	40		2	2			33
0030260		2496	1284	51.44%		2	6		44	4	4	4	1	3	28
0030270		824	370	44.90%					7	1	1	1			4
0030300		724	369	50.97%			1		8	1	2				13
0030320		196	115	58.67%			1		5						2
0030330		96	68	70.83%					3						
0030340		203	107	52.71%			2			1				2	3
0032350		695	215	30.94%			1		13	1	2				9
0040180		156	103	66.03%				1							1
0040360		1278	529	41.39%			3		14	3	1	2	1		5
0040365		19	9	47.37%											1
0040420		1542	685	44.42%		3	1		12	1	5	1			12
0040430		158	113	71.52%					2						3
0040480		84	49	58.33%				1	2						3
0040485		775	272	35.10%		1		1	9		2	3		2	9
0040620		136	73	53.68%											1
0041380		1076	351	32.62%			3	2	13		4				4
0041400		1013	274	27.05%				3	12		3	1			9
0050370		279	172	61.65%					2	2	1				3
0050450		197	112	56.85%					2						4
0050455		51	21	41.18%											
0050560		1542	684	44.36%		1	6		17	2	8	2			20
0050580		1470	630	42.86%		1	5		25		1				15
0050590		1575	702	44.57%			2	2	21	1	6	1		1	6
0051510		1349	423	31.36%			1		7		1	2	1		8
0053610		243	118	48.56%			1		6			1			1
Contest Total		37312	16827	45.10%		10	64	16	446	26	75	34	11	13	355

1 GOVERNOR

		Registered Voters	Voters Cast	Turnout (%)		NPP - BRENT MAUPIN	NPP - DANIEL MERCURI	DEM - BETTY T. YEE	NPP - NANCY D. YOUNG	REP - ALICIA OLIVIA LAPP	DEM - MATTHEW CHASE LEVY	NPP - DUANE TERRENCE LOYNES JR.	REP - RANDEEP S. DHILLON	NPP - LIVINGFORGOD ANDCOUNTRY DEMOTT	REP - PATRICIA DE LUCA BASUALDO
0010030		3712	1886	50.81%				3	1	3			6	1	
0010130		1786	1004	56.22%		1	1	3			1		3		1
0012060		1525	561	36.79%					1		2		2	1	
0012080		1086	517	47.61%								1	1		
0012210		660	265	40.15%				2	1					1	
0020140		1174	638	54.34%		1		3					5		
0020160		866	388	44.80%				1	1	1			1		
0020250		1327	803	60.51%				2			1		1		1
0022190		2891	994	34.38%		1	4	8			1		5		1
0022240		966	374	38.72%				2					1		1
0030010		594	325	54.71%			2	1				1	2		
0030015		103	66	64.08%											
0030120		2445	1158	47.36%			1	4		1			2	1	
0030260		2496	1284	51.44%				6		2	1	1	5		
0030270		824	370	44.90%				2			1		1		
0030300		724	369	50.97%				4	1						
0030320		196	115	58.67%											
0030330		96	68	70.83%			1	3							
0030340		203	107	52.71%											
0032350		695	215	30.94%				1					3		2
0040180		156	103	66.03%									1		
0040360		1278	529	41.39%		1				2			5		
0040365		19	9	47.37%											
0040420		1542	685	44.42%		1		1		1			2		1
0040430		158	113	71.52%											
0040480		84	49	58.33%						1					
0040485		775	272	35.10%				6					2		
0040620		136	73	53.68%				1							
0041380		1076	351	32.62%				3					1	1	
0041400		1013	274	27.05%				2	1	1					
0050370		279	172	61.65%				1							
0050450		197	112	56.85%											
0050455		51	21	41.18%				1							
0050560		1542	684	44.36%		1		3	1				1		
0050580		1470	630	42.86%											
0050590		1575	702	44.57%			2	1					3		
0051510		1349	423	31.36%						1	1		2		
0053610		243	118	48.56%				1							
Contest Total		37312	16827	45.10%		6	11	65	7	13	8	3	55	5	7

1 GOVERNOR

		Registered Voters	Voters Cast	Turnout (%)		DEM - LOUIS A. DE BARRAICUA	DEM - RAJI RAB	DEM - SATISH RAO	PF - RAMSEY ROBINSON	NPP - LEWIS HERMS	REP - RAFAEL M. HERNANDEZ	NPP - JON HENDERSON	REP - STEVE HILTON	NPP - NAOMI BAR-LEV	DEM - XAVIER BECERRA
0010030		3712	1886	50.81%					1	2	1	1	848		119
0010130		1786	1004	56.22%		1			1	3		2	422		95
0012060		1525	561	36.79%				1	3				159		76
0012080		1086	517	47.61%		2			3		1	1	170		62
0012210		660	265	40.15%		1			1				78		32
0020140		1174	638	54.34%					1		1	2	224		32
0020160		866	388	44.80%					3			1	135		28
0020250		1327	803	60.51%					1	3		3	328		41
0022190		2891	994	34.38%		2	1		12	1	1	3	250		119
0022240		966	374	38.72%					1				116		25
0030010		594	325	54.71%						1		2	131		26
0030015		103	66	64.08%									30		5
0030120		2445	1158	47.36%					2	2	1		510		96
0030260		2496	1284	51.44%		1	1			2	1	1	474		120
0030270		824	370	44.90%					1			1	156		48
0030300		724	369	50.97%						1			133		31
0030320		196	115	58.67%									40		16
0030330		96	68	70.83%									26		10
0030340		203	107	52.71%									48		1
0032350		695	215	30.94%									49	1	31
0040180		156	103	66.03%									38		8
0040360		1278	529	41.39%					1				212		45
0040365		19	9	47.37%									6		
0040420		1542	685	44.42%		1	1			1		2	246		39
0040430		158	113	71.52%									50		6
0040480		84	49	58.33%									16		1
0040485		775	272	35.10%					1		1	2	81		33
0040620		136	73	53.68%					1				35		3
0041380		1076	351	32.62%					2			2	108		48
0041400		1013	274	27.05%					3			2	64		50
0050370		279	172	61.65%									71		16
0050450		197	112	56.85%									49		12
0050455		51	21	41.18%					1				11		1
0050560		1542	684	44.36%					4				232		64
0050580		1470	630	42.86%				1					252		58
0050590		1575	702	44.57%					1	1		1	259	1	64
0051510		1349	423	31.36%					7	1		1	139		60
0053610		243	118	48.56%								1	50		16
Contest Total		37312	16827	45.10%		8	3	2	51	18	7	28	6246	2	1537

1 GOVERNOR

		Registered Voters	Voters Cast	Turnout (%)		DEM - CAROLINA BUHLER	REP - CHAD BIANCO	NPP - JOSEPH CABRERA	NPP - ELAINE CULOTTI	DEM - JOEL E. JACOB	NPP - MAX FOMIN	NPP - LUKASZ ADAM FILINSKI	NPP - SERGE FIANKAN	REP - LEO NARANJO IV	REP - TIM NELSON
0010030		3712	1886	50.81%		1	608	1	1						3
0010130		1786	1004	56.22%			290								3
0012060		1525	561	36.79%			164				1				4
0012080		1086	517	47.61%		2	142	1							3
0012210		660	265	40.15%		1	57							1	3
0020140		1174	638	54.34%			244								4
0020160		866	388	44.80%			148								3
0020250		1327	803	60.51%			334							1	2
0022190		2891	994	34.38%		2	310						1	6	6
0022240		966	374	38.72%		1	146		1					1	
0030010		594	325	54.71%			97	1						1	2
0030015		103	66	64.08%			15								
0030120		2445	1158	47.36%		1	317			1				2	2
0030260		2496	1284	51.44%		1	378	1						1	7
0030270		824	370	44.90%			93							1	
0030300		724	369	50.97%			125	2						1	
0030320		196	115	58.67%			34								
0030330		96	68	70.83%		1	16								
0030340		203	107	52.71%		1	34								1
0032350		695	215	30.94%		2	57							1	2
0040180		156	103	66.03%			35								
0040360		1278	529	41.39%		1	169								4
0040365		19	9	47.37%			2								
0040420		1542	685	44.42%		1	277		3					1	1
0040430		158	113	71.52%			39								2
0040480		84	49	58.33%			21								
0040485		775	272	35.10%		1	63	1							3
0040620		136	73	53.68%			26								1
0041380		1076	351	32.62%		4	97	1							1
0041400		1013	274	27.05%			71							2	2
0050370		279	172	61.65%			53								
0050450		197	112	56.85%			35								1
0050455		51	21	41.18%			6								
0050560		1542	684	44.36%		2	225	1	2					6	
0050580		1470	630	42.86%			181		1					1	2
0050590		1575	702	44.57%		2	203								5
0051510		1349	423	31.36%		1	126							1	3
0053610		243	118	48.56%			22								1
Contest Total		37312	16827	45.10%		25	5260	9	8	1	1		1	27	71

1 GOVERNOR

		Registered Voters	Voters Cast	Turnout (%)		DEM - TOM STEYER	DEM - ERIC SWALWELL	DEM - SCOTT P SHIELDS	NPP - FREDERIC C. SCHULTZ	NPP - CHRISTINE R. SARMIENTO	NPP - REZA SAFARNEJAD	NPP - SAM SANDAK	REP - GRETHA SOLÓRZANO	REP - JAMES ATHANS JR.	DEM - LARRY AZEVEDO
0010030		3712	1886	50.81%		179	2		2				3	2	1
0010130		1786	1004	56.22%		106	1			1			4	1	
0012060		1525	561	36.79%		78		1					1		1
0012080		1086	517	47.61%		68	1		1						
0012210		660	265	40.15%		48				1					
0020140		1174	638	54.34%		74									
0020160		866	388	44.80%		37							1	1	
0020250		1327	803	60.51%		50	1							2	
0022190		2891	994	34.38%		146	1			3			2	3	
0022240		966	374	38.72%		41	1						3		
0030010		594	325	54.71%		40									
0030015		103	66	64.08%		7									
0030120		2445	1158	47.36%		115	4		3						
0030260		2496	1284	51.44%		154	4	1				1		1	1
0030270		824	370	44.90%		50							1		
0030300		724	369	50.97%		35				1				1	
0030320		196	115	58.67%		16									
0030330		96	68	70.83%		8									
0030340		203	107	52.71%		14									
0032350		695	215	30.94%		35	1						1		
0040180		156	103	66.03%		17									
0040360		1278	529	41.39%		53	1								
0040365		19	9	47.37%											
0040420		1542	685	44.42%		52									1
0040430		158	113	71.52%		10									
0040480		84	49	58.33%		4									
0040485		775	272	35.10%		43									
0040620		136	73	53.68%		3									1
0041380		1076	351	32.62%		45	1	1	1				1	2	
0041400		1013	274	27.05%		38								2	
0050370		279	172	61.65%		17	1								
0050450		197	112	56.85%		7	1								
0050455		51	21	41.18%		1									
0050560		1542	684	44.36%		77							2		
0050580		1470	630	42.86%		75	1			1			1		
0050590		1575	702	44.57%		100	2			1			2		
0051510		1349	423	31.36%		48									
0053610		243	118	48.56%		16									
Contest Total		37312	16827	45.10%		1907	23	3	7	8		1	22	15	5

1 GOVERNOR

		Registered Voters	Voters Cast	Turnout (%)		DEM - MOHAMMAD ARIF	DEM - AKINYEMI AGBEDE	DEM - DEREK GRASTY	NPP - DON J. GRUNDMANN	NPP - DAWIT KELLEL	NPP - ANNE KOMAROVSK	DEM - GARY HOWARD KIDGELL	DEM - SOPHIA EDUM-A-SAM	NPP - MAURO ALBERTO OROZCO	DEM - BARACK D. OBAMA SHAW
0010030		3712	1886	50.81%				1		1		1			
0010130		1786	1004	56.22%											
0012060		1525	561	36.79%		1									1
0012080		1086	517	47.61%					1						2
0012210		660	265	40.15%											
0020140		1174	638	54.34%											1
0020160		866	388	44.80%											
0020250		1327	803	60.51%		1									
0022190		2891	994	34.38%										1	
0022240		966	374	38.72%				1							
0030010		594	325	54.71%				1							
0030015		103	66	64.08%											
0030120		2445	1158	47.36%											2
0030260		2496	1284	51.44%								1			
0030270		824	370	44.90%											
0030300		724	369	50.97%											2
0030320		196	115	58.67%											
0030330		96	68	70.83%											
0030340		203	107	52.71%											
0032350		695	215	30.94%			1	1							
0040180		156	103	66.03%											
0040360		1278	529	41.39%											
0040365		19	9	47.37%											
0040420		1542	685	44.42%		1									
0040430		158	113	71.52%											
0040480		84	49	58.33%											
0040485		775	272	35.10%											
0040620		136	73	53.68%											
0041380		1076	351	32.62%											
0041400		1013	274	27.05%											2
0050370		279	172	61.65%											
0050450		197	112	56.85%											
0050455		51	21	41.18%											
0050560		1542	684	44.36%				1							1
0050580		1470	630	42.86%				1							
0050590		1575	702	44.57%				1	1						1
0051510		1349	423	31.36%				1	1						
0053610		243	118	48.56%											
Contest Total		37312	16827	45.10%		3	1	8	3	1		2		1	12

1 GOVERNOR

		Registered Voters	Voters Cast	Turnout (%)	DEM - ANTONIO VILLARAIGOSA	Write-ins	Total Votes	KALID MEKY	JIBRI J PEAVY	BUTCH WARE	MICHEL J DILGER	DIRK LANGER	CHE AHN
0010030		3712	1886	50.81%	2		1865						1
0010130		1786	1004	56.22%	1		994						2
0012060		1525	561	36.79%	1		548						
0012080		1086	517	47.61%	1		503			1			
0012210		660	265	40.15%	2		260						
0020140		1174	638	54.34%			628						
0020160		866	388	44.80%			383						
0020250		1327	803	60.51%			798						
0022190		2891	994	34.38%	1		975			2			
0022240		966	374	38.72%			361						
0030010		594	325	54.71%			321						
0030015		103	66	64.08%	2		65						
0030120		2445	1158	47.36%	1		1147			1			
0030260		2496	1284	51.44%	3		1265						
0030270		824	370	44.90%			369						
0030300		724	369	50.97%	1		363						
0030320		196	115	58.67%			114						
0030330		96	68	70.83%			68						
0030340		203	107	52.71%			107						
0032350		695	215	30.94%			214						
0040180		156	103	66.03%			101						
0040360		1278	529	41.39%	1		524						
0040365		19	9	47.37%			9						
0040420		1542	685	44.42%	2		671			1			
0040430		158	113	71.52%			112						
0040480		84	49	58.33%			49						
0040485		775	272	35.10%	2		267			1			
0040620		136	73	53.68%			72						
0041380		1076	351	32.62%	1		346						
0041400		1013	274	27.05%			268						
0050370		279	172	61.65%			167						
0050450		197	112	56.85%			111						
0050455		51	21	41.18%			21						
0050560		1542	684	44.36%	1		680						
0050580		1470	630	42.86%	1		623						
0050590		1575	702	44.57%	2		693						
0051510		1349	423	31.36%	4		417						
0053610		243	118	48.56%			116						
Contest Total		37312	16827	45.10%	29		16595			6			3

1 LIEUTENANT GOVERNOR

		Registered Voters	Voters Cast	Turnout (%)		DEM - MICHAEL TUBBS	DEM - TIM MYERS	DEM - FIONA MA	DEM - OLIVER MA	REP - EBIE LYNCH	DEM - JEYSON LOPEZ	REP - GLORIA ROMERO	NPP - RAKESH CHRISTIAN	REP - DAVID COLLENBERG	NPP - SEAN COLLINSON
0010030		3712	1886	50.81%		32	19	130	34	66	2	380		662	2
0010130		1786	1004	56.22%		19	5	109	21	28	1	196	1	290	1
0012060		1525	561	36.79%		23	5	71	32	14	3	70	1	149	3
0012080		1086	517	47.61%		11	9	87	17	28	2	80		143	2
0012210		660	265	40.15%		12	6	45	8	8	1	18		66	1
0020140		1174	638	54.34%		12	9	64	10	27		97		224	2
0020160		866	388	44.80%		11	6	40	5	16		53		153	
0020250		1327	803	60.51%		15	6	62	9	28	1	140		321	2
0022190		2891	994	34.38%		49	20	118	42	33	1	135		270	5
0022240		966	374	38.72%		8	6	31	10	15		54	1	116	
0030010		594	325	54.71%		11	1	35	6	12	2	75		101	2
0030015		103	66	64.08%		4		10				11	1	14	
0030120		2445	1158	47.36%		29	11	120	25	42	3	228	2	306	8
0030260		2496	1284	51.44%		37	12	142	40	46	4	204	1	395	9
0030270		824	370	44.90%		13	5	47	10	10	4	62		111	3
0030300		724	369	50.97%		10	2	54	11	10		66		119	
0030320		196	115	58.67%		6	2	17	2	6		20		36	
0030330		96	68	70.83%		2		13	2	3	1	8		25	
0030340		203	107	52.71%		6	2	8		5		15		41	1
0032350		695	215	30.94%		11	3	33	14	9	2	24		55	
0040180		156	103	66.03%				10	3	3		12	1	39	1
0040360		1278	529	41.39%		3	5	52	15	12	3	83		196	3
0040365		19	9	47.37%								3		3	
0040420		1542	685	44.42%		11	9	56	13	12	2	127	1	305	1
0040430		158	113	71.52%		1		15	3	2		27		48	
0040480		84	49	58.33%				4	2	2		3		25	2
0040485		775	272	35.10%		8	4	48	12	12	2	31		68	7
0040620		136	73	53.68%		1	1	5		3		20		31	
0041380		1076	351	32.62%		17	8	36	20	9	2	59		100	3
0041400		1013	274	27.05%		16	9	43	20	8	2	36		60	
0050370		279	172	61.65%		4		18	8	3		24		64	
0050450		197	112	56.85%		1	3	7	3	3		24		38	
0050455		51	21	41.18%				4				8		7	
0050560		1542	684	44.36%		18	8	67	18	23	3	86		234	1
0050580		1470	630	42.86%		26	8	74	10	20	1	110		206	1
0050590		1575	702	44.57%		25	12	78	15	28	1	126	3	236	2
0051510		1349	423	31.36%		12	9	58	18	14	4	54		134	
0053610		243	118	48.56%		4	1	18		5	2	25		23	
Contest Total		37312	16827	45.10%		468	206	1829	458	565	49	2794	12	5414	62

1 LIEUTENANT GOVERNOR

		Registered Voters	Voters Cast	Turnout (%)		DEM - JOSH FRYDAY	REP - DAVID FENNELL	PF - ALICE STEK	REP - SKIP SHELTON	DEM - ABDUR RAHMAN SIKDER	DEM - JANELLE KELLMAN	Write-ins	Total Votes	JAMES P CAMERON
0010030		3712	1886	50.81%		92	234	17	94	2	29		1795	
0010130		1786	1004	56.22%		62	133	5	50	2	26		949	
0012060		1525	561	36.79%		40	63	7	27	3	20		531	
0012080		1086	517	47.61%		34	45	4	21	1	6		490	
0012210		660	265	40.15%		26	30	3	15	1	6		246	
0020140		1174	638	54.34%		32	78	7	39	2	7		610	
0020160		866	388	44.80%		15	42	4	16		2		363	
0020250		1327	803	60.51%		30	100	1	41		8		764	
0022190		2891	994	34.38%		66	103	21	52	3	21		939	
0022240		966	374	38.72%		18	37	2	24	3	8		333	
0030010		594	325	54.71%		11	30	4	10	1			301	
0030015		103	66	64.08%			12		7		3		62	
0030120		2445	1158	47.36%		69	170	5	56	1	15		1090	
0030260		2496	1284	51.44%		96	131	8	63	3	19		1210	
0030270		824	370	44.90%		22	40	6	21		4		358	
0030300		724	369	50.97%		11	45	3	15		4		350	
0030320		196	115	58.67%		6	8	1	1		4		109	
0030330		96	68	70.83%		5	6		1		1		67	
0030340		203	107	52.71%		5	13	2	1	1			100	
0032350		695	215	30.94%		16	23	5	9		6		210	
0040180		156	103	66.03%		6	14	1	4		4		98	
0040360		1278	529	41.39%		17	65	5	23	3	10		495	
0040365		19	9	47.37%					1				7	
0040420		1542	685	44.42%		20	63	4	18	3	3		648	
0040430		158	113	71.52%		2	8		3		1		110	
0040480		84	49	58.33%		4	1			1			44	
0040485		775	272	35.10%		14	30	5	10	1	7		259	
0040620		136	73	53.68%		2	4	1	4				72	
0041380		1076	351	32.62%		26	30	5	13	1	9		338	
0041400		1013	274	27.05%		13	22	3	20		6		258	
0050370		279	172	61.65%		12	25		4		1		163	
0050450		197	112	56.85%		8	6		4		2		99	
0050455		51	21	41.18%			2						21	
0050560		1542	684	44.36%		46	96	14	19	3	16		652	
0050580		1470	630	42.86%		43	59	5	29	1	6		599	
0050590		1575	702	44.57%		38	57	6	26	1	14		668	
0051510		1349	423	31.36%		19	47	7	18	2	4		400	
0053610		243	118	48.56%		12	10	1	8		3		112	
Contest Total		37312	16827	45.10%		938	1882	162	767	39	275		15920	

1 SECRETARY OF STATE

		Registered Voters	Voters Cast	Turnout (%)	REP - DONALD P. (DON) WAGNER	DEM - SHIRLEY N. WEBER	GRN - GARY N. BLENNER	GRN - MICHAEL FEINSTEIN	Write-ins	Total Votes
0010030		3712	1886	50.81%	1453	340	27	11		1831
0010130		1786	1004	56.22%	716	236	9	13		974
0012060		1525	561	36.79%	327	186	19	6		538
0012080		1086	517	47.61%	320	156	16	8		500
0012210		660	265	40.15%	135	113	4	3		255
0020140		1174	638	54.34%	466	135	5	7		613
0020160		866	388	44.80%	297	73	2	3		375
0020250		1327	803	60.51%	653	120	5	6		784
0022190		2891	994	34.38%	583	315	25	29		952
0022240		966	374	38.72%	251	93	3	2		349
0030010		594	325	54.71%	230	65	7	4		306
0030015		103	66	64.08%	47	17				64
0030120		2445	1158	47.36%	811	258	10	20		1099
0030260		2496	1284	51.44%	847	333	28	23		1231
0030270		824	370	44.90%	246	103	6	1		356
0030300		724	369	50.97%	258	94	4	4		360
0030320		196	115	58.67%	71	35	2	3		111
0030330		96	68	70.83%	42	21	3			66
0030340		203	107	52.71%	78	18	4	2		102
0032350		695	215	30.94%	116	83	7	3		209
0040180		156	103	66.03%	73	25	1	2		101
0040360		1278	529	41.39%	388	110	6	3		507
0040365		19	9	47.37%	7	1				8
0040420		1542	685	44.42%	516	116	13	5		650
0040430		158	113	71.52%	89	20	1			110
0040480		84	49	58.33%	35	12				47
0040485		775	272	35.10%	152	95	8	9		264
0040620		136	73	53.68%	62	8	2	1		73
0041380		1076	351	32.62%	207	112	8	8		335
0041400		1013	274	27.05%	145	106	6	4		261
0050370		279	172	61.65%	126	40	1	1		168
0050450		197	112	56.85%	77	24	1	1		103
0050455		51	21	41.18%	17	4				21
0050560		1542	684	44.36%	460	181	15	7		663
0050580		1470	630	42.86%	426	173	7	2		608
0050590		1575	702	44.57%	469	180	19	5		673
0051510		1349	423	31.36%	273	120	10	9		412
0053610		243	118	48.56%	69	39	3	2		113
Contest Total		37312	16827	45.10%	11538	4160	287	207		16192

1 CONTROLLER

		Registered Voters	Voters Cast	Turnout (%)	REP - HERB W MORGAN	DEM - MALIA M. COHEN	PF - MEGHANN ADAMS	Write-ins	Total Votes
0010030		3712	1886	50.81%	1436	325	57		1818
0010130		1786	1004	56.22%	713	228	17		958
0012060		1525	561	36.79%	318	175	40		533
0012080		1086	517	47.61%	314	158	25		497
0012210		660	265	40.15%	137	102	9		248
0020140		1174	638	54.34%	461	134	6		601
0020160		866	388	44.80%	290	74	6		370
0020250		1327	803	60.51%	646	116	13		775
0022190		2891	994	34.38%	561	317	57		935
0022240		966	374	38.72%	245	87	13		345
0030010		594	325	54.71%	224	65	11		300
0030015		103	66	64.08%	46	16	1		63
0030120		2445	1158	47.36%	800	259	27		1086
0030260		2496	1284	51.44%	848	342	33		1223
0030270		824	370	44.90%	248	96	10		354
0030300		724	369	50.97%	253	94	10		357
0030320		196	115	58.67%	74	34	1		109
0030330		96	68	70.83%	40	23	2		65
0030340		203	107	52.71%	75	22	3		100
0032350		695	215	30.94%	118	81	11		210
0040180		156	103	66.03%	71	26	3		100
0040360		1278	529	41.39%	383	95	19		497
0040365		19	9	47.37%	7	1			8
0040420		1542	685	44.42%	516	112	17		645
0040430		158	113	71.52%	88	20	1		109
0040480		84	49	58.33%	35	10	1		46
0040485		775	272	35.10%	152	91	19		262
0040620		136	73	53.68%	60	8	4		72
0041380		1076	351	32.62%	200	119	13		332
0041400		1013	274	27.05%	143	105	11		259
0050370		279	172	61.65%	127	41	1		169
0050450		197	112	56.85%	77	22	2		101
0050455		51	21	41.18%	17	4			21
0050560		1542	684	44.36%	447	186	17		650
0050580		1470	630	42.86%	430	169	12		611
0050590		1575	702	44.57%	473	167	31		671
0051510		1349	423	31.36%	272	114	21		407
0053610		243	118	48.56%	71	44	1		116
Contest Total		37312	16827	45.10%	11416	4082	525		16023

1 TREASURER

		Registered Voters	Voters Cast	Turnout (%)		GRN - GLENN TURNER	REP - JENNIFER HAWKS	DEM - ANNA M. CABALLERO	REP - DAVID SERPA	DEM - ELENI KOUNALAKIS	DEM - TONY VAZQUEZ	Write-ins	Total Votes
0010030		3712	1886	50.81%		10	748	102	696	183	52		1791
0010130		1786	1004	56.22%		6	382	67	318	138	30		941
0012060		1525	561	36.79%		11	170	58	151	96	40		526
0012080		1086	517	47.61%		6	169	38	150	101	24		488
0012210		660	265	40.15%		2	69	34	69	54	15		243
0020140		1174	638	54.34%		5	220	32	234	74	30		595
0020160		866	388	44.80%		2	141	20	154	38	16		371
0020250		1327	803	60.51%			335	32	318	74	8		767
0022190		2891	994	34.38%		22	254	105	331	173	49		934
0022240		966	374	38.72%		3	110	22	137	54	11		337
0030010		594	325	54.71%		4	120	14	102	35	14		289
0030015		103	66	64.08%		1	26	3	20	12	1		63
0030120		2445	1158	47.36%		12	411	63	397	163	28		1074
0030260		2496	1284	51.44%		14	432	110	409	199	47		1211
0030270		824	370	44.90%		8	120	24	124	47	22		345
0030300		724	369	50.97%		2	128	26	130	57	9		352
0030320		196	115	58.67%		1	33	7	41	25	2		109
0030330		96	68	70.83%			21	5	21	13	3		63
0030340		203	107	52.71%		1	35	5	41	11	3		96
0032350		695	215	30.94%		2	62	31	55	39	17		206
0040180		156	103	66.03%			40	6	33	21	2		102
0040360		1278	529	41.39%		6	172	42	201	49	12		482
0040365		19	9	47.37%			3	2	2				7
0040420		1542	685	44.42%		8	258	40	259	57	20		642
0040430		158	113	71.52%			51	4	36	11	4		106
0040480		84	49	58.33%			23	6	11	5			45
0040485		775	272	35.10%		7	71	38	80	41	20		257
0040620		136	73	53.68%			33	1	30	6	2		72
0041380		1076	351	32.62%		4	89	40	114	54	28		329
0041400		1013	274	27.05%		4	83	51	63	42	14		257
0050370		279	172	61.65%		2	62	5	61	27	6		163
0050450		197	112	56.85%			44	8	34	15	2		103
0050455		51	21	41.18%			10	1	7	2			20
0050560		1542	684	44.36%		8	229	57	221	94	35		644
0050580		1470	630	42.86%		9	220	45	207	96	22		599
0050590		1575	702	44.57%		12	243	65	223	93	21		657
0051510		1349	423	31.36%		9	133	47	136	55	21		401
0053610		243	118	48.56%		3	35	17	36	17	5		113
Contest Total		37312	16827	45.10%		184	5785	1273	5652	2271	635		15800

1 ATTORNEY GENERAL

		Registered Voters	Voters Cast	Turnout (%)		GRN - MARJORIE MIKELS	DEM - ROB BONTA	REP - MICHAEL E. GATES	Write-ins	Total Votes
0010030		3712	1886	50.81%		40	315	1453		1808
0010130		1786	1004	56.22%		28	215	716		959
0012060		1525	561	36.79%		39	160	330		529
0012080		1086	517	47.61%		17	152	322		491
0012210		660	265	40.15%		9	96	137		242
0020140		1174	638	54.34%		17	118	465		600
0020160		866	388	44.80%		5	66	289		360
0020250		1327	803	60.51%		8	111	651		770
0022190		2891	994	34.38%		63	289	589		941
0022240		966	374	38.72%		11	80	253		344
0030010		594	325	54.71%		12	61	227		300
0030015		103	66	64.08%			15	48		63
0030120		2445	1158	47.36%		40	234	813		1087
0030260		2496	1284	51.44%		46	306	848		1200
0030270		824	370	44.90%		16	89	241		346
0030300		724	369	50.97%		9	85	262		356
0030320		196	115	58.67%		6	32	74		112
0030330		96	68	70.83%		4	19	39		62
0030340		203	107	52.71%		4	18	77		99
0032350		695	215	30.94%		16	73	118		207
0040180		156	103	66.03%		4	23	72		99
0040360		1278	529	41.39%		11	99	390		500
0040365		19	9	47.37%			1	7		8
0040420		1542	685	44.42%		16	106	521		643
0040430		158	113	71.52%		4	16	84		104
0040480		84	49	58.33%		1	9	37		47
0040485		775	272	35.10%		19	84	158		261
0040620		136	73	53.68%		3	6	62		71
0041380		1076	351	32.62%		21	99	214		334
0041400		1013	274	27.05%		11	103	150		264
0050370		279	172	61.65%		2	41	121		164
0050450		197	112	56.85%		2	19	79		100
0050455		51	21	41.18%		1	2	17		20
0050560		1542	684	44.36%		28	157	463		648
0050580		1470	630	42.86%		22	156	427		605
0050590		1575	702	44.57%		33	157	474		664
0051510		1349	423	31.36%		18	109	275		402
0053610		243	118	48.56%		5	38	74		117
Contest Total		37312	16827	45.10%		591	3759	11577		15927

1 INSURANCE COMMISSIONER

		Registered Voters	Voters Cast	Turnout (%)		DEM - PATRICK WOLFF	REP - SEAN LEE	AI - KEITH W. DAVIS	REP - ROBERT P HOWELL	DEM - STEVEN CRAIG BRADFORD	REP - MERRITT FARREN	DEM - BEN ALLEN	REP - ERIC THOR AARNIO	REP - STACY A. KORSGADEN	DEM - JANE KIM
0010030		3712	1886	50.81%		35	131	37	441	32	301	111	121	381	153
0010130		1786	1004	56.22%		32	71	17	218	15	138	78	52	204	94
0012060		1525	561	36.79%		25	24	12	110	16	63	56	41	73	82
0012080		1086	517	47.61%		19	30	11	99	12	73	49	21	94	63
0012210		660	265	40.15%		12	20	8	54	10	21	24	9	34	50
0020140		1174	638	54.34%		18	42	17	126	10	106	49	37	129	52
0020160		866	388	44.80%		17	35	3	100	11	44	18	23	73	22
0020250		1327	803	60.51%		25	58	12	197	11	120	22	63	181	57
0022190		2891	994	34.38%		56	63	35	187	29	115	75	42	158	145
0022240		966	374	38.72%		11	29	6	68	11	46	23	26	74	34
0030010		594	325	54.71%		7	24	5	65	6	42	27	12	74	23
0030015		103	66	64.08%		3	8		13		4	4	4	17	9
0030120		2445	1158	47.36%		43	76	21	284	23	126	76	50	235	111
0030260		2496	1284	51.44%		38	109	20	240	45	186	107	53	236	129
0030270		824	370	44.90%		10	32	5	79	12	55	29	13	62	40
0030300		724	369	50.97%		20	29	14	73	8	41	26	31	63	35
0030320		196	115	58.67%		2	5		28	2	10	13	6	24	17
0030330		96	68	70.83%		3	4	1	13	3	3	7	8	11	8
0030340		203	107	52.71%		4	17	3	20	1	13	8	7	20	2
0032350		695	215	30.94%		10	19	5	34	12	22	32	8	30	27
0040180		156	103	66.03%		2	4	3	25		12	8	8	22	14
0040360		1278	529	41.39%		19	32	9	120	15	68	37	43	98	35
0040365		19	9	47.37%					1		5			1	
0040420		1542	685	44.42%		17	60	15	142	14	90	46	38	163	36
0040430		158	113	71.52%		1	7	1	20	1	11	8	5	43	10
0040480		84	49	58.33%		4	9		8	1	5	4	3	8	2
0040485		775	272	35.10%		19	21	9	47	14	30	22	10	41	35
0040620		136	73	53.68%		3	4	2	13		16	1	3	22	3
0041380		1076	351	32.62%		11	34	5	61	18	50	28	12	49	47
0041400		1013	274	27.05%		16	16	4	35	16	35	23	7	46	45
0050370		279	172	61.65%		2	16	2	36	2	23	9	12	33	24
0050450		197	112	56.85%		7	8	2	23	1	12	10	4	24	5
0050455		51	21	41.18%		1	1		3		3	1	2	8	2
0050560		1542	684	44.36%		21	48	20	150	22	75	54	39	121	66
0050580		1470	630	42.86%		15	28	11	128	19	95	54	29	134	68
0050590		1575	702	44.57%		37	35	15	150	16	87	37	49	135	69
0051510		1349	423	31.36%		19	20	13	86	19	43	27	16	87	50
0053610		243	118	48.56%			9	4	22	4	16	8	5	17	14
Contest Total		37312	16827	45.10%		584	1178	347	3519	431	2205	1211	912	3225	1678

1 INSURANCE COMMISSIONER

		Registered Voters	Voters Cast	Turnout (%)		PF - EDUARDO "LALO" VARGAS	Write-ins	Total Votes
0010030		3712	1886	50.81%		10		1753
0010130		1786	1004	56.22%		10		929
0012060		1525	561	36.79%		14		516
0012080		1086	517	47.61%		12		483
0012210		660	265	40.15%		4		246
0020140		1174	638	54.34%		1		587
0020160		866	388	44.80%		7		353
0020250		1327	803	60.51%		2		748
0022190		2891	994	34.38%		21		926
0022240		966	374	38.72%		6		334
0030010		594	325	54.71%		5		290
0030015		103	66	64.08%				62
0030120		2445	1158	47.36%		9		1054
0030260		2496	1284	51.44%		19		1182
0030270		824	370	44.90%		7		344
0030300		724	369	50.97%		2		342
0030320		196	115	58.67%				107
0030330		96	68	70.83%		1		62
0030340		203	107	52.71%		1		96
0032350		695	215	30.94%		6		205
0040180		156	103	66.03%		1		99
0040360		1278	529	41.39%		5		481
0040365		19	9	47.37%				7
0040420		1542	685	44.42%		9		630
0040430		158	113	71.52%				107
0040480		84	49	58.33%				44
0040485		775	272	35.10%		11		259
0040620		136	73	53.68%		4		71
0041380		1076	351	32.62%		14		329
0041400		1013	274	27.05%		13		256
0050370		279	172	61.65%		2		161
0050450		197	112	56.85%		1		97
0050455		51	21	41.18%				21
0050560		1542	684	44.36%		15		631
0050580		1470	630	42.86%		8		589
0050590		1575	702	44.57%		19		649
0051510		1349	423	31.36%		19		399
0053610		243	118	48.56%		9		108
Contest Total		37312	16827	45.10%		267		15557

1 MEMBER, STATE BOARD OF EQUALIZATION, 1ST DISTRICT

		Registered Voters	Voters Cast	Turnout (%)		DEM - DONALD E. WILLIAMSON	REP - DUSTY BEACH	REP - NADER F SHAHATIT	REP - SHANNON GROVE	DEM - NELSON ESPARZA	Write-ins	Total Votes
0010030		3712	1886	50.81%		122	465	136	832	209		1764
0010130		1786	1004	56.22%		105	224	79	402	124		934
0012060		1525	561	36.79%		62	124	22	169	142		519
0012080		1086	517	47.61%		74	120	26	172	94		486
0012210		660	265	40.15%		43	43	10	77	65		238
0020140		1174	638	54.34%		48	159	41	256	85		589
0020160		866	388	44.80%		30	94	18	169	44		355
0020250		1327	803	60.51%		43	218	70	347	75		753
0022190		2891	994	34.38%		128	217	45	320	214		924
0022240		966	374	38.72%		33	97	12	136	59		337
0030010		594	325	54.71%		18	68	25	130	50		291
0030015		103	66	64.08%		6	13	5	24	8		56
0030120		2445	1158	47.36%		106	270	58	471	154		1059
0030260		2496	1284	51.44%		114	314	81	445	226		1180
0030270		824	370	44.90%		47	95	25	122	50		339
0030300		724	369	50.97%		46	92	22	140	52		352
0030320		196	115	58.67%		12	29	8	36	22		107
0030330		96	68	70.83%		11	18	6	16	12		63
0030340		203	107	52.71%		11	31	4	44	7		97
0032350		695	215	30.94%		29	37	9	75	58		208
0040180		156	103	66.03%		8	23	9	41	19		100
0040360		1278	529	41.39%		45	130	40	204	66		485
0040365		19	9	47.37%			4		3			7
0040420		1542	685	44.42%		33	188	30	297	86		634
0040430		158	113	71.52%		6	24	12	52	13		107
0040480		84	49	58.33%		6	8	8	14	6		42
0040485		775	272	35.10%		36	61	21	73	63		254
0040620		136	73	53.68%		1	16	5	43	7		72
0041380		1076	351	32.62%		31	94	16	107	85		333
0041400		1013	274	27.05%		36	49	9	91	73		258
0050370		279	172	61.65%		17	43	9	66	25		160
0050450		197	112	56.85%		9	28	2	43	15		97
0050455		51	21	41.18%		2	5	1	11	2		21
0050560		1542	684	44.36%		66	156	35	264	123		644
0050580		1470	630	42.86%		67	135	38	247	101		588
0050590		1575	702	44.57%		60	160	51	265	119		655
0051510		1349	423	31.36%		41	106	30	141	82		400
0053610		243	118	48.56%		17	26	5	40	20		108
Contest Total		37312	16827	45.10%		1569	3984	1023	6385	2655		15616

1 UNITED STATES REPRESENTATIVE, 1ST DISTRICT - FULL TERM

		Registered Voters	Voters Cast	Turnout (%)		DEM - MIKE MCGUIRE	NPP - RICHARD T. MINNER	DEM - AUDREY DENNEY	REP - JAMES GALLAGHER	DEM - JANICE KARRMAN	NPP - TIMOTHY SEAN KELLY	Write-ins	Total Votes
0010030		3712	1886	50.81%		189	4	147	1485	5	8		1838
0010130		1786	1004	56.22%		135	2	97	746	3	2		985
0012060		1525	561	36.79%		83	1	115	334	6	7		546
0012080		1086	517	47.61%		90		76	327	7	3		503
0012210		660	265	40.15%		61	3	39	146	5	1		255
0020140		1174	638	54.34%		82	1	55	475		3		616
0020160		866	388	44.80%		43	1	29	299		3		375
0020250		1327	803	60.51%		58	1	56	667	1	2		785
0022190		2891	994	34.38%		173	2	154	616	5	13		963
0022240		966	374	38.72%		53	1	36	259		4		353
0030010		594	325	54.71%		38	1	32	234	2	3		310
0030015		103	66	64.08%		3	1	12	46	1			63
0030120		2445	1158	47.36%		151	2	118	835	2	8		1116
0030260		2496	1284	51.44%		180	6	169	883	6	10		1254
0030270		824	370	44.90%		70		31	260	1	1		363
0030300		724	369	50.97%		47		48	268		2		365
0030320		196	115	58.67%		18		18	75				111
0030330		96	68	70.83%		4		20	41				65
0030340		203	107	52.71%		12		6	80	2	2		102
0032350		695	215	30.94%		46	2	36	119	4	3		210
0040180		156	103	66.03%		12		13	75	2			102
0040360		1278	529	41.39%		60	1	48	402	1	3		515
0040365		19	9	47.37%		1		1	7				9
0040420		1542	685	44.42%		74		49	531	4	8		666
0040430		158	113	71.52%		11	1	8	91	1			112
0040480		84	49	58.33%		3		7	37	1			48
0040485		775	272	35.10%		52	3	38	159	5	4		261
0040620		136	73	53.68%		3		5	63		1		72
0041380		1076	351	32.62%		50	1	64	220	3	1		339
0041400		1013	274	27.05%		40		70	151	1	2		264
0050370		279	172	61.65%		17		25	125				167
0050450		197	112	56.85%		15		9	85				109
0050455		51	21	41.18%		3		1	17				21
0050560		1542	684	44.36%		88	4	86	476	7	4		665
0050580		1470	630	42.86%		84	2	87	437	2	3		615
0050590		1575	702	44.57%		79		107	492	2	4		684
0051510		1349	423	31.36%		61		68	278	4	2		413
0053610		243	118	48.56%		11		29	77				117
Contest Total		37312	16827	45.10%		2200	40	2009	11918	83	107		16357

1 UNITED STATES REPRESENTATIVE, 1ST DISTRICT - PARTIAL/UNEXPIRED TERM

		Registered Voters	Voters Cast	Turnout (%)	REP - JAMES GALLAGHER	DEM - MIKE MCGUIRE	NPP - RICHARD MONTGOMERY	DEM - AUDREY DENNEY	REP - JOT THIARA	Write-ins	Total Votes
0010030		3712	1886	50.81%	1450	204	3	144	27		1828
0010130		1786	1004	56.22%	722	144	4	95	9		974
0012060		1525	561	36.79%	303	87	16	111	26		543
0012080		1086	517	47.61%	313	85	7	87	9		501
0012210		660	265	40.15%	139	55	3	48	6		251
0020140		1174	638	54.34%	463	84	7	53	5		612
0020160		866	388	44.80%	293	36	3	34	8		374
0020250		1327	803	60.51%	650	54	2	61	14		781
0022190		2891	994	34.38%	601	176	12	148	19		956
0022240		966	374	38.72%	247	56	4	33	15		355
0030010		594	325	54.71%	226	42	3	28	7		306
0030015		103	66	64.08%	46	5	1	11			63
0030120		2445	1158	47.36%	791	147	11	126	29		1104
0030260		2496	1284	51.44%	849	203	15	148	27		1242
0030270		824	370	44.90%	249	73		26	8		356
0030300		724	369	50.97%	260	49		45	3		357
0030320		196	115	58.67%	74	19		20			113
0030330		96	68	70.83%	39	7		17	1		64
0030340		203	107	52.71%	80	11	1	8	2		102
0032350		695	215	30.94%	110	49	5	36	8		208
0040180		156	103	66.03%	70	11	1	15	3		100
0040360		1278	529	41.39%	390	67	2	44	7		510
0040365		19	9	47.37%	7	1		1			9
0040420		1542	685	44.42%	519	75	2	50	15		661
0040430		158	113	71.52%	90	11		10			111
0040480		84	49	58.33%	37	5		5			47
0040485		775	272	35.10%	151	55	6	42	7		261
0040620		136	73	53.68%	64	1		6	2		73
0041380		1076	351	32.62%	205	45	4	67	16		337
0041400		1013	274	27.05%	147	44	2	63	5		261
0050370		279	172	61.65%	126	14		25	1		166
0050450		197	112	56.85%	83	15		9	3		110
0050455		51	21	41.18%	17	2		2			21
0050560		1542	684	44.36%	451	106	6	84	19		666
0050580		1470	630	42.86%	437	80	7	82	5		611
0050590		1575	702	44.57%	473	82	3	106	18		682
0051510		1349	423	31.36%	267	64	1	66	13		411
0053610		243	118	48.56%	75	13		28	1		117
Contest Total		37312	16827	45.10%	11514	2277	131	1984	338		16244

1 MEMBER OF THE STATE ASSEMBLY, 3RD DISTRICT

		Registered Voters	Voters Cast	Turnout (%)		REP - JAMES "JAMIE" JOHANSSON	REP - DOM BELZA	REP - ANDREW COOLIDGE	Write-ins	Total Votes
0010030		3712	1886	50.81%		664	750	213		1627
0010130		1786	1004	56.22%		286	408	147		841
0012060		1525	561	36.79%		169	158	138		465
0012080		1086	517	47.61%		130	202	96		428
0012210		660	265	40.15%		70	84	50		204
0020140		1174	638	54.34%		222	234	84		540
0020160		866	388	44.80%		122	163	50		335
0020250		1327	803	60.51%		269	353	88		710
0022190		2891	994	34.38%		289	317	180		786
0022240		966	374	38.72%		116	130	48		294
0030010		594	325	54.71%		93	121	40		254
0030015		103	66	64.08%		26	15	13		54
0030120		2445	1158	47.36%		380	406	158		944
0030260		2496	1284	51.44%		358	525	184		1067
0030270		824	370	44.90%		95	147	60		302
0030300		724	369	50.97%		118	163	41		322
0030320		196	115	58.67%		48	30	13		91
0030330		96	68	70.83%		24	22	7		53
0030340		203	107	52.71%		36	47	11		94
0032350		695	215	30.94%		65	60	47		172
0040180		156	103	66.03%		45	29	12		86
0040360		1278	529	41.39%		188	209	65		462
0040365		19	9	47.37%		3	3	2		8
0040420		1542	685	44.42%		203	312	78		593
0040430		158	113	71.52%		29	55	15		99
0040480		84	49	58.33%		23	19	4		46
0040485		775	272	35.10%		89	74	51		214
0040620		136	73	53.68%		20	43	8		71
0041380		1076	351	32.62%		85	146	54		285
0041400		1013	274	27.05%		71	97	49		217
0050370		279	172	61.65%		67	62	19		148
0050450		197	112	56.85%		39	43	13		95
0050455		51	21	41.18%		8	12			20
0050560		1542	684	44.36%		175	298	88		561
0050580		1470	630	42.86%		160	290	94		544
0050590		1575	702	44.57%		194	319	88		601
0051510		1349	423	31.36%		109	171	70		350
0053610		243	118	48.56%		35	41	21		97
Contest Total		37312	16827	45.10%		5123	6558	2399		14080

1 SUPERINTENDENT OF PUBLIC INSTRUCTION

		Registered Voters	Voters Cast	Turnout (%)	GUS MATTAMMAL	AL MURATSUCHI	FRANK LARA	AINYE LONG	ANTHONY RENDON	NICHELLE M. HENDERSON	RICHARD BARRERA	WENDY CASTANEDA LEAL	JOSH NEWMAN	SONJA SHAW
0010030		3712	1886	50.81%	59	55	127	114	64	43	160	130	168	561
0010130		1786	1004	56.22%	31	43	33	40	47	23	129	61	63	301
0012060		1525	561	36.79%	12	26	52	37	29	25	97	34	38	120
0012080		1086	517	47.61%	15	19	37	26	22	21	76	47	23	129
0012210		660	265	40.15%	2	6	36	13	15	12	28	26	13	63
0020140		1174	638	54.34%	15	35	38	47	26	22	68	31	40	180
0020160		866	388	44.80%	5	8	25	27	17	10	41	37	26	105
0020250		1327	803	60.51%	19	32	47	42	19	19	110	34	72	249
0022190		2891	994	34.38%	37	43	87	94	48	53	105	76	80	226
0022240		966	374	38.72%	13	15	28	27	16	7	49	33	28	85
0030010		594	325	54.71%	4	14	21	18	8	8	38	15	15	95
0030015		103	66	64.08%	3	7		3	2	9	4	1	9	10
0030120		2445	1158	47.36%	27	28	70	65	40	35	104	84	83	355
0030260		2496	1284	51.44%	36	45	93	81	47	34	177	101	94	316
0030270		824	370	44.90%	13	13	20	23	15	18	35	32	39	99
0030300		724	369	50.97%	18	3	24	20	17	9	54	21	27	104
0030320		196	115	58.67%	2	5	3	6	2	3	16	7	7	38
0030330		96	68	70.83%	1	1	6	3			13	9	3	18
0030340		203	107	52.71%	3	12	7	12	1	8	4	6	10	23
0032350		695	215	30.94%	5	18	20	9	10	14	28	19	23	39
0040180		156	103	66.03%	4	3	5	2	12	6	13	4	9	24
0040360		1278	529	41.39%	21	13	36	31	23	33	49	34	30	144
0040365		19	9	47.37%	3								1	3
0040420		1542	685	44.42%	19	24	66	40	19	19	74	37	51	194
0040430		158	113	71.52%	9	1	5	13	5	1	9	8	7	40
0040480		84	49	58.33%	1		2	3	1		8	2	5	12
0040485		775	272	35.10%	4	10	30	23	18	15	26	36	15	47
0040620		136	73	53.68%	6	2	1	4		3	8	4	10	27
0041380		1076	351	32.62%	7	18	20	22	19	11	47	43	26	78
0041400		1013	274	27.05%	3	8	29	28	11	17	41	21	9	65
0050370		279	172	61.65%	5	4	11	7	7	4	18	14	12	55
0050450		197	112	56.85%	2	3	5	5	4	1	8	7	6	30
0050455		51	21	41.18%				1	2	1	2	1		11
0050560		1542	684	44.36%	21	25	55	31	38	20	77	45	59	171
0050580		1470	630	42.86%	15	45	32	36	34	24	60	43	43	184
0050590		1575	702	44.57%	26	20	54	36	29	30	85	64	38	196
0051510		1349	423	31.36%	9	14	33	30	22	24	54	34	25	108
0053610		243	118	48.56%	1	4	14	7	7	1	13	8	6	27
Contest Total		37312	16827	45.10%	476	622	1172	1026	696	583	1928	1209	1213	4532

1 SUPERINTENDENT OF PUBLIC INSTRUCTION

		Registered Voters	Voters Cast	Turnout (%)		Write-ins	Total Votes
0010030		3712	1886	50.81%			1481
0010130		1786	1004	56.22%			771
0012060		1525	561	36.79%			470
0012080		1086	517	47.61%			415
0012210		660	265	40.15%			214
0020140		1174	638	54.34%			502
0020160		866	388	44.80%			301
0020250		1327	803	60.51%			643
0022190		2891	994	34.38%			849
0022240		966	374	38.72%			301
0030010		594	325	54.71%			236
0030015		103	66	64.08%			48
0030120		2445	1158	47.36%			891
0030260		2496	1284	51.44%			1024
0030270		824	370	44.90%			307
0030300		724	369	50.97%			297
0030320		196	115	58.67%			89
0030330		96	68	70.83%			54
0030340		203	107	52.71%			86
0032350		695	215	30.94%			185
0040180		156	103	66.03%			82
0040360		1278	529	41.39%			414
0040365		19	9	47.37%			7
0040420		1542	685	44.42%			543
0040430		158	113	71.52%			98
0040480		84	49	58.33%			34
0040485		775	272	35.10%			224
0040620		136	73	53.68%			65
0041380		1076	351	32.62%			291
0041400		1013	274	27.05%			232
0050370		279	172	61.65%			137
0050450		197	112	56.85%			71
0050455		51	21	41.18%			18
0050560		1542	684	44.36%			542
0050580		1470	630	42.86%			516
0050590		1575	702	44.57%			578
0051510		1349	423	31.36%			353
0053610		243	118	48.56%			88
Contest Total		37312	16827	45.10%			13457

1 COUNTY SUPERINTENDENT OF SCHOOLS

		Registered Voters	Voters Cast	Turnout (%)	JARED CAYLOR	Write-ins	Total Votes
0010030		3712	1886	50.81%	1172		1172
0010130		1786	1004	56.22%	687		687
0012060		1525	561	36.79%	420		420
0012080		1086	517	47.61%	385		385
0012210		660	265	40.15%	181		181
0020140		1174	638	54.34%	453		453
0020160		866	388	44.80%	268		268
0020250		1327	803	60.51%	574		574
0022190		2891	994	34.38%	735		735
0022240		966	374	38.72%	261		261
0030010		594	325	54.71%	199		199
0030015		103	66	64.08%	40		40
0030120		2445	1158	47.36%	712		712
0030260		2496	1284	51.44%	930		930
0030270		824	370	44.90%	282		282
0030300		724	369	50.97%	267		267
0030320		196	115	58.67%	79		79
0030330		96	68	70.83%	45		45
0030340		203	107	52.71%	80		80
0032350		695	215	30.94%	165		165
0040180		156	103	66.03%	65		65
0040360		1278	529	41.39%	371		371
0040365		19	9	47.37%	4		4
0040420		1542	685	44.42%	490		490
0040430		158	113	71.52%	86		86
0040480		84	49	58.33%	28		28
0040485		775	272	35.10%	194		194
0040620		136	73	53.68%	62		62
0041380		1076	351	32.62%	240		240
0041400		1013	274	27.05%	206		206
0050370		279	172	61.65%	115		115
0050450		197	112	56.85%	69		69
0050455		51	21	41.18%	17		17
0050560		1542	684	44.36%	490		490
0050580		1470	630	42.86%	428		428
0050590		1575	702	44.57%	480		480
0051510		1349	423	31.36%	308		308
0053610		243	118	48.56%	87		87
Contest Total		37312	16827	45.10%	11675		11675

1 SUPERVISOR, 3RD DISTRICT

		Registered Voters	Voters Cast	Turnout (%)		STEVE ZANE	MELANI KAIN	Write-ins	Total Votes
0030010		594	325	54.71%		182	107		289
0030015		103	66	64.08%		42	14		56
0030120		2445	1158	47.36%		519	518		1037
0030260		2496	1284	51.44%		851	336		1187
0030270		824	370	44.90%		258	79		337
0030300		724	369	50.97%		253	83		336
0030320		196	115	58.67%		81	28		109
0030330		96	68	70.83%		54	12		66
0030340		203	107	52.71%		91	10		101
0032350		695	215	30.94%		139	51		190
Contest Total		8376	4077	48.67%		2470	1238		3708

1 SUPERVISOR, 4TH DISTRICT

		Registered Voters	Voters Cast	Turnout (%)		SUSAN PRICE	MATT HANSEN	Write-ins	Total Votes
0040180		156	103	66.03%		33	53		86
0040360		1278	529	41.39%		178	268		446
0040365		19	9	47.37%		1	8		9
0040420		1542	685	44.42%		236	344		580
0040430		158	113	71.52%		15	93		108
0040480		84	49	58.33%		10	32		42
0040485		775	272	35.10%		114	123		237
0040620		136	73	53.68%		24	47		71
0041380		1076	351	32.62%		128	173		301
0041400		1013	274	27.05%		121	120		241
Contest Total		6237	2458	39.41%		860	1261		2121

1 ASSESSOR

		Registered Voters	Voters Cast	Turnout (%)	BURLEY PHILLIPS	Write-ins	Total Votes
0010030		3712	1886	50.81%	1238		1238
0010130		1786	1004	56.22%	687		687
0012060		1525	561	36.79%	427		427
0012080		1086	517	47.61%	389		389
0012210		660	265	40.15%	192		192
0020140		1174	638	54.34%	456		456
0020160		866	388	44.80%	279		279
0020250		1327	803	60.51%	599		599
0022190		2891	994	34.38%	738		738
0022240		966	374	38.72%	275		275
0030010		594	325	54.71%	193		193
0030015		103	66	64.08%	44		44
0030120		2445	1158	47.36%	757		757
0030260		2496	1284	51.44%	936		936
0030270		824	370	44.90%	294		294
0030300		724	369	50.97%	272		272
0030320		196	115	58.67%	82		82
0030330		96	68	70.83%	49		49
0030340		203	107	52.71%	86		86
0032350		695	215	30.94%	168		168
0040180		156	103	66.03%	73		73
0040360		1278	529	41.39%	372		372
0040365		19	9	47.37%	4		4
0040420		1542	685	44.42%	498		498
0040430		158	113	71.52%	86		86
0040480		84	49	58.33%	32		32
0040485		775	272	35.10%	201		201
0040620		136	73	53.68%	63		63
0041380		1076	351	32.62%	248		248
0041400		1013	274	27.05%	198		198
0050370		279	172	61.65%	119		119
0050450		197	112	56.85%	72		72
0050455		51	21	41.18%	18		18
0050560		1542	684	44.36%	511		511
0050580		1470	630	42.86%	428		428
0050590		1575	702	44.57%	507		507
0051510		1349	423	31.36%	323		323
0053610		243	118	48.56%	81		81
Contest Total		37312	16827	45.10%	11995		11995

1 AUDITOR/CONTROLLER

		Registered Voters	Voters Cast	Turnout (%)	KRISTA PETERSON	Write-ins	Total Votes
0010030		3712	1886	50.81%	1224		1224
0010130		1786	1004	56.22%	700		700
0012060		1525	561	36.79%	433		433
0012080		1086	517	47.61%	386		386
0012210		660	265	40.15%	191		191
0020140		1174	638	54.34%	456		456
0020160		866	388	44.80%	276		276
0020250		1327	803	60.51%	582		582
0022190		2891	994	34.38%	734		734
0022240		966	374	38.72%	270		270
0030010		594	325	54.71%	201		201
0030015		103	66	64.08%	47		47
0030120		2445	1158	47.36%	758		758
0030260		2496	1284	51.44%	951		951
0030270		824	370	44.90%	291		291
0030300		724	369	50.97%	275		275
0030320		196	115	58.67%	81		81
0030330		96	68	70.83%	51		51
0030340		203	107	52.71%	84		84
0032350		695	215	30.94%	165		165
0040180		156	103	66.03%	72		72
0040360		1278	529	41.39%	373		373
0040365		19	9	47.37%	4		4
0040420		1542	685	44.42%	498		498
0040430		158	113	71.52%	85		85
0040480		84	49	58.33%	33		33
0040485		775	272	35.10%	202		202
0040620		136	73	53.68%	65		65
0041380		1076	351	32.62%	251		251
0041400		1013	274	27.05%	198		198
0050370		279	172	61.65%	116		116
0050450		197	112	56.85%	70		70
0050455		51	21	41.18%	17		17
0050560		1542	684	44.36%	506		506
0050580		1470	630	42.86%	433		433
0050590		1575	702	44.57%	508		508
0051510		1349	423	31.36%	314		314
0053610		243	118	48.56%	86		86
Contest Total		37312	16827	45.10%	11987		11987

1 CLERK & RECORDER

		Registered Voters	Voters Cast	Turnout (%)	SEAN HOUGHTBY	PATI NOLEN	Write-ins	Total Votes
0010030		3712	1886	50.81%	1072	383		1455
0010130		1786	1004	56.22%	691	139		830
0012060		1525	561	36.79%	373	127		500
0012080		1086	517	47.61%	384	82		466
0012210		660	265	40.15%	158	55		213
0020140		1174	638	54.34%	447	90		537
0020160		866	388	44.80%	266	66		332
0020250		1327	803	60.51%	589	122		711
0022190		2891	994	34.38%	623	225		848
0022240		966	374	38.72%	254	69		323
0030010		594	325	54.71%	197	64		261
0030015		103	66	64.08%	41	10		51
0030120		2445	1158	47.36%	654	232		886
0030260		2496	1284	51.44%	914	225		1139
0030270		824	370	44.90%	276	52		328
0030300		724	369	50.97%	251	72		323
0030320		196	115	58.67%	85	18		103
0030330		96	68	70.83%	48	14		62
0030340		203	107	52.71%	86	12		98
0032350		695	215	30.94%	136	44		180
0040180		156	103	66.03%	65	24		89
0040360		1278	529	41.39%	320	106		426
0040365		19	9	47.37%	7			7
0040420		1542	685	44.42%	448	115		563
0040430		158	113	71.52%	80	18		98
0040480		84	49	58.33%	33	9		42
0040485		775	272	35.10%	142	81		223
0040620		136	73	53.68%	56	10		66
0041380		1076	351	32.62%	192	90		282
0041400		1013	274	27.05%	160	70		230
0050370		279	172	61.65%	109	23		132
0050450		197	112	56.85%	68	12		80
0050455		51	21	41.18%	13	6		19
0050560		1542	684	44.36%	442	130		572
0050580		1470	630	42.86%	406	100		506
0050590		1575	702	44.57%	465	129		594
0051510		1349	423	31.36%	265	87		352
0053610		243	118	48.56%	75	22		97
Contest Total		37312	16827	45.10%	10891	3133		14024

1 TREASURER/TAX COLLECTOR

		Registered Voters	Voters Cast	Turnout (%)	PARKER R. HUNT	Write-ins	Total Votes
0010030		3712	1886	50.81%	1217		1217
0010130		1786	1004	56.22%	696		696
0012060		1525	561	36.79%	418		418
0012080		1086	517	47.61%	366		366
0012210		660	265	40.15%	182		182
0020140		1174	638	54.34%	452		452
0020160		866	388	44.80%	269		269
0020250		1327	803	60.51%	576		576
0022190		2891	994	34.38%	711		711
0022240		966	374	38.72%	262		262
0030010		594	325	54.71%	203		203
0030015		103	66	64.08%	51		51
0030120		2445	1158	47.36%	758		758
0030260		2496	1284	51.44%	940		940
0030270		824	370	44.90%	285		285
0030300		724	369	50.97%	270		270
0030320		196	115	58.67%	77		77
0030330		96	68	70.83%	48		48
0030340		203	107	52.71%	81		81
0032350		695	215	30.94%	159		159
0040180		156	103	66.03%	72		72
0040360		1278	529	41.39%	370		370
0040365		19	9	47.37%	5		5
0040420		1542	685	44.42%	504		504
0040430		158	113	71.52%	82		82
0040480		84	49	58.33%	31		31
0040485		775	272	35.10%	198		198
0040620		136	73	53.68%	65		65
0041380		1076	351	32.62%	253		253
0041400		1013	274	27.05%	199		199
0050370		279	172	61.65%	113		113
0050450		197	112	56.85%	63		63
0050455		51	21	41.18%	17		17
0050560		1542	684	44.36%	499		499
0050580		1470	630	42.86%	424		424
0050590		1575	702	44.57%	493		493
0051510		1349	423	31.36%	314		314
0053610		243	118	48.56%	86		86
Contest Total		37312	16827	45.10%	11809		11809

1 Measure S - Street Safety, Maintenance, And Road Tax Citizen Initiative.

		Registered Voters	Voters Cast	Turnout (%)	YES	NO	Total Votes
0012060		1525	561	36.79%	321	222	543
0012080		1086	517	47.61%	311	188	499
0012210		660	265	40.15%	157	94	251
0022190		2891	994	34.38%	558	404	962
0022240		966	374	38.72%	216	146	362
0032350		695	215	30.94%	143	68	211
Contest Total		7823	2926	37.40%	1706	1122	2828

1 Measure T - Antelope Elementary School District Safe And Updated Schools Measure

		Registered Voters	Voters Cast	Turnout (%)	YES	NO	Total Votes
0030260		2496	1284	51.44%	662	546	1208
0030270		444	182	40.99%	81	88	169
0030320		196	115	58.67%	43	65	108
0030330		96	68	70.83%	20	43	63
0030340		203	107	52.71%	60	41	101
0032350		114	33	28.95%	19	11	30
Contest Total		3549	1789	50.41%	885	794	1679

Tehama County

Agenda Request Form

File #: 26-1183 **Agenda Date:** 7/7/2026 **Agenda #:** 10.

PROBATION- Chief Probation Officer Pam Gonzalez

Requested Action(s)
a) AGREEMENT- Approval and authorization for the Chair and the Chief Probation Officer to sign the Agreement with San Luis Obispo Probation's Coastal Valley Academy facility for the treatment of wards of the juvenile court for the maximum amount of $62,050, effective 7/1/26 and shall terminate 6/30/27

Financial Impact:
Funding for 5050 Juvenile Court Wards Account 55400, Support and Care, is budgeted through the General Fund for fiscal year 2026-2027.

Background Information:
Coastal Valley Academy is a custody commitment camp program for youth ages 14-17 years who are moderate to high risk and in need of residential treatment. The facility features units that are more home-like, while still maintaining compliance with Title 15 and Title 24. Coastal Valley Academy provides a safe and effective alternative to group homes, incorporating pro-social activities, community service projects, and home passes, engaging families in the treatment and reunification process.

AGREEMENT FOR THE PLACEMENT OF YOUTH

This agreement for the placement of youth ("Agreement") is effective this 1st day of July, 2026 and is made and entered into by the County of Tehama, a political subdivision of the State of California ("Sending County"), and the County of San Luis Obispo, a political subdivision of the State of California ("Receiving County"). Hereafter the counties shall be collectively referred to as "the parties".

RECITALS

WHEREAS, pursuant to the authority granted under the California Welfare and Institutions Code section 888, Sending County desires to transfer, and Receiving County desires to accept, to the extent there exists accommodations in the Receiving County Coastal Valley Academy (CVA) beyond its current needs, certain youth under the jurisdiction of Juvenile Court of the Sending County for purposes of a camp commitment; and

WHEREAS, the Probation Officer of the Sending County shall consult with the Probation Officer of the Receiving County to ascertain that there exist accommodations in the Receiving County CVA facility beyond its needs prior to making a recommendation for commitment of a youth from Sending County to the Receiving County CVA facility to the presiding judge of the juvenile court of the Sending County; and

WHEREAS, this Agreement memorializes the terms and conditions mutually agreed to between Sending County and Receiving County with respect to the housing of youth pursuant to the above-referenced statues, or as required;

NOW THEREFORE, the parties agree as follows:

TERMS AND CONDITIONS

1. **Term.** This Agreement shall commence on the effective date hereinabove set forth and shall terminate on June 30, 2027, unless terminated earlier in accordance herewith. Unless terminated earlier by the parties, the Agreement shall automatically renew for three additional one-year terms.

2. **Screening of Youth.** Sending County shall submit required referral/screening documents to Receiving County for consideration of suitability for placement in Receiving County CVA program. Receiving County has sole discretion for determining if Sending County referred youth is appropriate for placement and if accommodations exist in CVA program. If youth is appropriate for placement but no current accommodations exist, Sending County may request youth be placed on a waiting list for the CVA program.

3. **Acceptance of Youth; Housing.** Upon the presentation of an Order of the Juvenile Court, or such other documentation as required to the Receiving County's Probation Officer, and completion of Receiving County's admission procedures, Receiving County shall accept from Sending County those persons identified by Sending County for placement, and shall

thereafter provide housing as required by the California Welfare and Institutions Code and applicable law.

As part of the program and as provided by a youth's probation terms, youth from Sending County can be housed in the San Luis Obispo County Juvenile Hall on a remedial transfer for a period not to exceed 5 days at the same daily rate of One Hundred Seventy Dollars ($170.00) per day per person.

4. **Scope of Services.** Receiving County shall provide placement in the San Luis Obispo County Coastal Valley Academy ("the CVA") for Sending County's youth who have been accepted by Receiving County for such placement pursuant to the provisions of Paragraph 2 and 7 of this Agreement. Placement in the CVA shall be made if Receiving County determines excess space in the CVA exists and agrees to accept the youth pursuant to the provisions of Paragraph 2 and 7 of this Agreement. All youth accepted for commitment in the CVA shall receive the same accommodations and services as the Receiving County's youth in accordance with federal, state and local laws and regulations. Such services will include facilitation of appropriate educational services, medical care, mental health care, and dental care as authorized by Sending County. Receiving County may provide emergency medical services without prior authorization from Sending County. Payment for non-routine medical, dental, and mental health services not provided on-site at the CVA, pursuant to Paragraph 5, below, shall be the sole responsibility of Sending County subject to such means of reimbursement from sources other than Receiving County that are available to Sending County under state and federal law.

5. **Compensation; Payment.** In consideration for the housing of any individual, Sending County shall provide compensation to the Receiving County at the rate of One Hundred Seventy Dollars ($170.00) per day per person ("Daily Rate"). The Daily Rate shall not include expenses associated with:

   a. Provision of off-site medical care and treatment to any youth, including hospitalization;
   b. Provision of any dental or vision care and treatment to any youth;
   c. Prescribed medication for any youth;
   d. Transportation services associated with transferring an individual in or out of the Receiving County, which shall be the responsibility of the Sending County.
   e. Any unforeseen cost the expense of which would be unreasonable to require Receiving County to absorb based on the daily compensation provided herein.

   Any expense not included in the Daily Rate is billed in addition to the Daily Rate. Receiving County shall provide a monthly invoice to Sending County for amounts owed. Amount shall become due upon receipt of invoice. Sending County shall pay all amounts due within 30 days of receipt of invoice. Maximum compensation not to exceed $62,050 for the term of the contract.

6. **Sending County Case Management; Ongoing Responsibilities.** In order to best support and engage youth participating in the CVA and prepare them for return to the Sending County, Sending County agrees to case management, visitation and other activities, including but not limited to the following:

a. Conduct face to face visits with the youth at least once per calendar month;

b. Participate in scheduled Child and Family Team (CFT) meetings;

c. Participate in scheduled Individualized Education Program (IEP) meetings;

d. Assist Receiving County in maintaining contact with youth's parent(s)/guardian(s) and obtaining necessary signatures and documents from parent(s)/guardian(s); and

e. Provide requested information/input for inclusion in youth's case plan.

7. **Return of Individual; Sending County**. At any time during the term of this Agreement, Sending County may give 24 hours advance to Receiving County that a youth previously committed to Receiving County's CVA, is to be returned to Sending County. All arrangements and cost of transportation are the responsibility of Sending County.

8. **Return of Individual; Receiving County.** At any time during the term of this Agreement, Receiving County may return youth to Sending County for the following reasons:

   a. Program failure for non-compliance that constitutes a technical violation of probation;

   b. Program failure for a new law violation;

   c. Program failure due to incompatibility (by agreement of Sending and Receiving Counties).

      1) In the event agreement regarding incompatibility cannot be reached between the Sending and Receiving County assigned Deputy Probation Officers (DPOs), the matter shall be jointly staffed by the DPOs' supervisors.

      2) If the dispute cannot be resolved at the supervisory level, the matter shall be elevated to the respective managers.

      3) If the dispute cannot be resolved at the management level, the matter shall be elevated to the Sending and Receiving County Chief Probation Officers.

      4) The Receiving County Chief Probation Officer has sole and absolute discretion in final determinations of appropriateness for placement as described in Paragraph 10 of this Agreement.

9. **Return agreements; Sending County.** Upon notice of program failure for one of the reasons described in Paragraph 8 of this Agreement, the Sending County shall take one of the following actions:

   a. File a notice of probation violation in the Sending County and secure a warrant within two (2) business days and pick up the youth within an additional five (5) calendar days;

   b. Pick up the youth within ten (10) calendar days if program failure is for reason (c.) in Paragraph 8.

10. **Appropriateness of Placement.** Receiving County's Chief Probation Officer will determine the appropriateness of youth placed by Sending County. Further, if at any time during the term of this Agreement, the Receiving County's Chief Probation Officer decides, at his or her sole and absolute discretion, that the Receiving County can no longer accommodate an individual, the Receiving County may return individual(s) to Sending County. Reasonable notice, determined on the facts and circumstances available, shall be provided if Receiving County refuses to accept from, or return an individual to, Sending County.

11. **Court/other Documentation.** Sending County shall provide to Receiving County conformed copies committing Sending County's youth to Receiving County's facilities, dispositional reports committing Sending County's youth to Receiving County CVA, and consent to medical treatment signed by a parent/legal guardian or Sending County's juvenile court judge. In addition, the following information and forms shall be provided by Sending County to Receiving County:
    a. Referral forms as determined by Receiving County;
    b. Education information including copies of any IEP or 504 Plan;
    c. Copies of health records in the possession of Sending County;
    d. Copies of any psychological evaluations authorized for release by the Sending County court;
    e. Fully executed authorization for exchange of information.

12. **Notification in Circumstances of Emergency.** Receiving County shall notify Sending County as soon as reasonably possible if any of the following occur:
    a. There is an unauthorized departure by an individual being housed by the Receiving Party pursuant to this Agreement; or
    b. An individual being housed by the Receiving Party pursuant to this Agreement becomes seriously ill or injured.

13. **Indemnification.**

    a. Each party shall defend, release, hold harmless, and indemnify the other, and the other's respective officers, agents, employees, volunteers, or representatives from and against all liability, claims actions, proceedings, losses, injuries, damages or expenses of every name, resulting from the negligent acts or omissions of the other party, its officers, agents, employees, volunteers, or representatives.

    b. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, provided that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or work product privilege.

14. **Termination.** Either party may terminate this Agreement upon 30 days written notice to the other party.

15. **Confidentiality.** The intent of this Agreement is for the Receiving County to provide housing for Sending County wards in Receiving County's CVA as described in the recitals above. Should specific information regarding the Sending County's wards become known to Receiving County, the following confidentiality rules shall apply:

    a. Receiving County shall require all employees, volunteers, agents and officers to comply with the provisions of Section 10850 of the Welfare and Institutions Code and the following:

1) All applications and records concerning any individual made or kept by Receiving County shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program.

2) No person shall publish, disclose, use, permit or cause to be published or disclosed any list of persons receiving public social services, except as provided by law.

3) No person shall publish, disclose, use, permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient, except as provided by law.

b. Receiving County shall ensure all employees, volunteers, agents, and officers comply with the above provisions, and shall inform all employees, agents, and officers that any person knowingly and intentionally violating such is guilty of a misdemeanor.

c. Receiving County shall ensure all employees, volunteers, agents, and officers comply with Welfare and Institutions Code section 827 et seq. regarding the confidential nature of juvenile case files, and shall inform all employees, agents, and officers that any person knowingly and intentionally violating section 827 is guilty of a misdemeanor. During the term of this Agreement, both parties may have access to information that is confidential and shall not disclose any such information to any third party without the express written consent of the other party or as required by law, except that Receiving County may share confidential information with third-party providers participating in the CVA programs upon receipt of a fully executed exchange of information form, as referenced in paragraph 11.e., above. This provision shall survive the termination, expiration, or cancellation of the Agreement.

d. Notwithstanding any other provision of this Agreement, the Receiving County will protect the confidentiality of any and all patient, client, or resident medical information, which may be viewed in the process of doing his/her/its contracted services. The Receiving County understands that he/she/it is subject to all of the confidentiality requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Title 42, Section 2.1 through 2.67-1, Code of Federal Regulations and Confidentiality of Medical Information on Act [Part 2.6 Commencing with Section56)] of Division 1 of the Civil Code. Violation of the confidentiality of patient, client or resident medical information may result in federally imposed fines and penalties and the cancellation of this Agreement.

16. **Assignment.** The rights and obligations associated with this Agreement may not be assigned to any other party without the prior written consent of the parties. Any attempted or purported assignment is void and of no legal effect.

17. **Waiver.** A waiver by either party of any breach of any term, covenant or condition contained in this Agreement or a waiver of any right or remedy of such party available under this Agreement, whether at law or in equity, is not deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained in this Agreement or of any continued or subsequent right to the same right or remedy. No party is deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

18. **Insurance.** Sending County and Receiving County shall each secure and maintain in full force and effect during the full term of this Agreement commercial general liability insurance or participation in a self-insurance program, including coverage for owned and non-owned automobiles and other insurance necessary to protect the public with limits of liability of not less than $2 million combined single limit bodily injury and property damage. Policies shall be written by carriers reasonably satisfactory to each party. On request, a certificate evidencing the insurance requirements of this paragraph shall be provided.

19. **Binding.** The terms and condition of this Agreement shall be binding upon and inure to the benefit of the parties, and each party's successors and assigns.

20. **Amendments**. No amendment to this Agreement is effective unless such amendment is in writing and signed by all parties.

21. **Severability.** If any term, covenant, condition, or provision of this Agreement is held to be invalid, void or unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidate.

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

    Receiving County:

    County of San Luis Obispo Probation Department
    Attn: Thomas Milder, Chief Probation Officer
    1730 Bishop St
    San Luis Obispo, CA 93401
    (805) 781-5300

    Sending County:

    Tehama County Probation Department
    Attn: Pamela Gonzalez
    1840 Walnut St
    Red Bluff, CA 96080

23. **Governing Law and Venue.** Unless otherwise expressly waived by the parties in writing, any action brought to enforce any of the provisions of this Agreement or for declaratory relief under this Agreement shall be filed and remain in the Superior Court of the County of San Luis Obispo, State of California. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

24. **Time is of the Essence.** Time is of the essence in this Agreement and each covenant and term and condition herein.

25. **Authority.** Signatories to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated.

26. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and it supersedes any prior agreements, discussions, commitments, or representations, written or oral, between the parties. Unless set forth in this Agreement, neither party is liable to any representations made express or implied.

(END OF TERMS)

IN WITNESS WHEREOF, the parties have executed this Agreement, as of the dates set forth below.

COUNTY OF SAN LUIS OBISPO

By: _____
Thomas Milder
Chief Probation Officer

Date: _____

APPROVED AS TO FORM AND LEGAL EFFECT:

JON ANSOLABEHERE
County Counsel, County of San Luis Obispo

By: _____
Deputy County Counsel

Date: June 11, 2026

COUNTY OF TEHAMA

By: _____
Pamela Gonzalez
Chief Probation Officer

Date: 6/16/26

APPROVED AS TO FORM AND LEGAL EFFECT:

Margaret Long
County Counsel, County of Tehama

By: _____
Deputy County Counsel

Date: _____

BOARD OF SUPERVISORS

By: _____
Chairman of the Board, Tom Walker

Date: _____

E-Contract Review
Approval as to Form

Department Name: Probation

Vendor Name: County of San Luis Obispo

Contract Description: For the purpose of placement of youth

APPROVED AS TO FORM:

Date: 06/22/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-1207 **Agenda Date:** 7/7/2026 **Agenda #:** 11.

HEALTH SERVICES AGENCY - Interim Executive Director Michelle Schmidt

Requested Action(s)

a) Adopt the finding that the County of Riverside Agreement #PSA-0001522 with CDW-Government for the renewal of 200 Microsoft 365 G5 GCC user licenses including Teams with audio/video conferencing, 200 Microsoft 365 G5 Security licenses, Power App Suite (including 24 Power Automate, 5 Power BI Premium, 20 Power Apps), 5 Microsoft Planner & Project licenses, 9 Microsoft Visio licenses, 25 SQL Server Standard licenses and Azure Monetary Commitment Provision for Microsoft Cloud usage is included as part of the package. The Riverside Agreement meets all Tehama County bidding criteria and allows the County to take advantage of the special low pricing without the time and expense involved with conducting the formal bid process

b) Find it to be in the best interest of the County to waive the formal bid process for the software renewal based on the above finding

c) Request authorization for the Purchasing Agent to issue a purchase order to CDW-Government for 200 Microsoft 365 G5 user licenses including Teams with audio/video conferencing, 200 Microsoft 365 G5 Security licenses, Power App Suite (including 24 Power Automate, 5 Power BI Premium, 20 Power Apps), 5 Microsoft Planner & Project licenses, 9 Microsoft Visio Licenses, 25 SQL Server Standard licenses and 12 Azure Monetary Commitment Provision for Microsoft Cloud usage in the amount of $186,065.49 for FY 7/1/26 to 6/30/27

d) Request authorization for the Purchasing Agent to issue a purchase order to CDW-Government for 200 Microsoft 365 G5 user licenses including Teams with audio/video conferencing, 200 Microsoft 365 G5 Security licenses, Power App Suite (including 24 Power Automate, 5 Power BI Premium, 20 Power Apps), 5 Microsoft Planner & Project licenses, 9 Microsoft Visio Licenses, 25 SQL Server Standard licenses and 12 Azure Monetary Commitment Provision for Microsoft Cloud usage in the amount of $186,065.49 for FY 7/1/27 to 6/30/28

e) Request authorization for the Purchasing Agent to issue a purchase order to CDW-Government for 200 Microsoft 365 G5 user licenses including Teams with audio/video conferencing, 200 Microsoft 365 G5 Security licenses, Power App Suite (including 24 Power Automate, 5 Power BI Premium, 20 Power Apps), 5 Microsoft Planner & Project licenses, 9 Microsoft Visio Licenses, 25 SQL Server Standard licenses and 12 Azure Monetary Commitment Provision for Microsoft Cloud usage in the amount of $186,065.49 for FY 7/1/28 to 6/30/29

f) AGREEMENT - Request approval & authorization for the Interim Executive Director to sign the Volume Licensing Program Signature Forms for the Microsoft Enterprise Software Assurance Agreement which includes the agreement to make annual installments for various Microsoft products at the locked price of $186,065.49 per fiscal year for FY 26-27, FY 27-28, and FY28-29

Financial Impact:
The cost of software licensing is included in the Fiscal Year 2026-27, 2027-28 and 2028-29 budgets in account #53220, Office Supplies and allocated to each Tehama County Health Services Agency (TCHSA) budget unit as follows:

Clinic Budget Unit 40251 - $31,407.85
Drug & Alcohol Budget Unit 40171 - $27,481.88
Mental Health Budget Unit 40131 - $73,793.57
Public Health Budget Unit 40121 - $53,382.19

Total Annual Amount Allocated in Budget Units: $186,065.49.

These costs are allocated to all programs within each budget unit allowing for reimbursement from 1991 Health Realignment, 1991 Mental Health Realignment, 2011 Behavioral Health Realignment, Federal and State program allocations and grant allocations. No General Fund dollars are requested. Purchasing through the Software Assurance Program will fix the cost for 3 years at a significantly reduced price.

Background Information:
Tehama County Health Services Agency (TCHSA) has updated our computer network infrastructure to ensure compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as well as other regulatory requirements. TCHSA utilizes Microsoft Windows servers and Microsoft Office Suite for all our daily operations. Additionally, our Electronic Medical Record (EMR) systems require us to utilize Microsoft SQL Server. Therefore, only the requested software will run the servers and allow continued functionality of our existing environment. TCHSA is asking to renew the Microsoft Enterprise Software Assurance agreement for all our Microsoft licensing which is cost effective and simplifies the management and compliance for licensing. Some of the benefits of this Microsoft Enterprise Software agreement are:

- Flexibility and scalability - As demands for licenses increase or decrease TCHSA has the flexibility to adapt the number of licenses to meet the changing needs on a real time basis.
- Budgeting- The Enterprise agreement allows TCHSA to easily budget for annual licensing by fixing the cost for 3 years at a significantly reduced cost.
- Upgrade from Microsoft 365 G3 to Microsoft 365 G5, which includes all Office 365 features plus Windows 11 Enterprise and Enterprise Mobility.
- Meets the requirement of continued integration for our Microsoft Server Configurations.
- Facilitates the Windows operating system, Email/Exchange, Office Suite, Teams Communications and Conferencing, SharePoint, Visio, Power Apps and more.
- Security- This agreement will allow us to upgrade immediately to the latest software versions, with no additional cost, which helps TCHSA meet best practice standards in the Information Technology (IT) industry for security.
- Upgrades Security to G5 which enhances threat protection, automated email phishing investigations, compromised user account detection and recommendations for mitigation, and advanced user identity and access management for all TCHSA systems including the network.
- Technical and End-User Training- A benefit of this agreement is training vouchers for technical training and online end-user training.

This agreement allows the agency to utilize a hybrid blend of licensing. It will migrate the agency to

Microsoft 365 G5 user and server licenses while upgrading to G5 Security features. These features include:

- Automated investigation and responses for phishing emails and compromised user accounts.
- Compromised user detection and recommendations for mitigation.
- Attack simulation and training.
- Reporting on campaigns targeting the agency.
- Threat explorer and threat trackers for trending security threats.
- User access reviews and management.
- User identity protection (capture risky sign-ins, risky users, leaked credentials).
- Advanced hunting for threats.
- Vulnerability management.
- Evaluation lab for testing threats and attacks.

If TCHSA does not move forward with the requested action for software updates through the Microsoft Enterprise program including Volume Licensing and Server and Cloud Enrollment services, we will incur a higher cost to renew or upgrade our current Microsoft licensing. Additionally, this will leave the agency more vulnerable to cyber-attacks due to outdated software thereby creating the potential for HIPAA compliance issues.

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ITEM: 3.16
MT: (ID # 11118)

MEETING DATE:
Tuesday, October 22, 2019

FROM : RIVERSIDE COUNTY INFORMATION TECHNOLOGY:

SUBJECT: RIVERSIDE COUNTY INFORMATION TECHNOLOGY (RCIT): Approve the Licensing Solution Provider Agreements with the Licensing Solution Providers (LSP) from November 1, 2019 through October 31, 2021 to Enroll Other Governmental Agencies in Microsoft Enterprise Agreement #8084445, All Districts. [RCIT ISF Contract Revenue]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Licensing Solution Provider Agreements with the ten (10) Licensing Solution Providers (LSP) listed in the background summary from November 1, 2019 through October 31, 2021, to provide contract management and license support services for the County and its enrolled affiliates for licenses and technical support services purchased under the County's Microsoft Enterprise Agreement #8084445, and authorize the Chairman of the Board to execute the Agreements on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: sign amendments that exercise the options of the Agreement, including modifications of the services and rates that stay within the intent of the Agreement.

ACTION:Policy

Dave Rogers, CIO 10/15/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:	Jeffries, Spiegel, Washington, Perez and Hewitt
Nays:	None
Absent:	None
Date:	October 22, 2019
xc:	RCIT

Kecia R. Harper
Clerk of the Board
By: Deputy

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 0	$ 0	$ 0	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0
SOURCE OF FUNDS: Revenue (0.5% of all enrollments)			**Budget Adjustment:** No	
			For Fiscal Year: 19/20-21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside is entering into a new Microsoft Enterprise Agreement No. 8084445 (the "Master Agreement") for the purchase of software licenses, software maintenance, cloud services, and professional services. Under this Master Agreement Riverside County, along with its enrolled affiliates, will have the ability to enter into one or more enrollments for Microsoft products and/or services. Common desktop products that are purchased include but are not limited to Microsoft Windows, Microsoft Office, Microsoft Visio, and Microsoft Project. Common enterprise products include but are not limited to Microsoft Windows Server, Microsoft SQL Server, and Microsoft System Center. Common cloud subscription services include but are not limited to Microsoft Office 365, Microsoft Intune, and Microsoft Azure. Due to the accelerated evolution and demands for technology, the Public Sector has started sharing the risk with companies like Microsoft to build and maintain systems which ease the burden of delivering enterprise class services through Cloud, Software as a Service (SAAS), and Infrastructure as a Service (IAAS) products and services.

Enterprise class security and regulatory compliance creates a catalyst for a new kind of relationship with Technology Partners like Microsoft.

This Licensing Solution Provider Agreement (the "Agreement") is intended to be available and leveraged by government agencies throughout the State of California (the "Enrolled Affiliates"). The Licensing Solution Providers are: 1) CDW Government LLC, 2) Crayon Software Experts LLC, 3) Dell Marketing LP, 4) GovConnection Inc., 5) Insight Public Sector Inc., 6) PCMG Inc., 7) SHI International Corp., 8) SoftChoice Corporation, 9) SoftwareOne Inc., and 10) Zones LLC.

An agreement of this nature allows agencies to lock in pricing for the length of their enrollment, amortize the cost of new licenses and support across multiple years, provide unlimited access to all Microsoft software, and allow flexibility to raise and lower commitments on hosted services. Like the County of Riverside, other government entities have been challenged with keeping software current while minimizing the associated costs. The Microsoft Enterprise Agreement's Software Assurance Benefits allows for licensing rights to the most current released version to be utilized at no additional cost which mitigates the risk of potential cost increases of Microsoft products over the next two years.

There are currently over 900 government agencies that utilize the existing County of Riverside Microsoft Master Agreement. The County of Riverside has made significant strides toward setting standards on enterprise software and licensing agreements with an emphasis on consolidated agreements. These standards and volume pricing are shared with other government entities across the State of California as more government agencies are finding the benefits of entering into a Microsoft Enterprise Agreement.

Impact on Residents and Businesses

There is no negative impact on citizens and businesses. The master agreement provides maximum discounts as a result of cooperative efforts with various governmental agencies in the State of California.

Additional Fiscal Information

The Licensing Solution Provider (LSP) will be charged .5% of the annual enrollment amount per each Enrolled Affiliate to leverage the Riverside County Master Microsoft Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services. This will be an annual fee, per enrollment inclusive of Affiliates Shadow Enrollments. Example: A three-year aggregated agreement with a contract amount of $300K, divisible by three years will result in an LSP Participation Fee of $500 annually (100K*.5%). RCIT will invoice the Awarded LSP annually based on the enrollments verified from the "Reporting of Active Enrollments" list submitted by December 15th of each year. Payment is due to Riverside County Information Technology thirty (30) days from invoice date. These costs are not to be pushed to the customers and should be absorbed by the LSP as directed in Licensing Solution Provider Agreement and RFQ #RIVCO-2020-RFQ-0000048.

Contract History and Price Reasonableness

The Purchasing Department on behalf of the departments issued a bid, Request for Quote (RFQ) #RIVCO-2020-RFQ-0000048, for County-wide Microsoft licenses, product and services available on Microsoft Enterprise Agreement #8084445 through an authorized Licensing Solution Provider (LSP). The RFQ was viewed by forty-seven (47) companies and the County received bids from ten (10) LSP's with ten (10) responsive bids. The bid responses were based on a percentage mark-up or mark-down from the Government level pricing established by Microsoft and provided to all LSP's. The bid ranges were from -0.56% markdown to a 3.50% mark-up.

ATTACHMENTS:

1. CDWG LSP Agreement
2. Crayon LSP Agreement
3. Dell LSP Agreement
4. GovConnect LSP Agreement
5. Insight LSP Agreement

6. PCMG LSP Agreement
7. SHI LSP Agreement
8. SoftChoice LSP Agreement
9. SoftwareOne LSP Agreement
10. Zones LSP Agreement

Tina Grande, Assistant Purchasing Director 10/16/2019

Gregory P. Priamos, Director County Counsel 10/16/2019

Licensing Solution Provider Agreement Number PSA-0001522

This Licensing Solution Provider Agreement is made and entered into this 22nd day of October 2019, by and between CDW Government LLC, an Illinois limited liability company ("CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY").

WHEREAS, COUNTY and Microsoft Corporation ("Microsoft") have entered into that certain Microsoft Enterprise Agreement (Master Agreement No. 8084445; the "Master Agreement"), effective August 23, 2019, under which COUNTY has the ability to enter into one or more enrollments to order certain Microsoft product licenses;

WHEREAS, CONTRACTOR desires to provide support to COUNTY and its Enrolled Affiliates (as defined in the Master Agreement) for said licenses under this Agreement and hereby represents that it has the skills, experience, and knowledge necessary to perform under this Agreement; and

WHEREAS, COUNTY desires to accept CONTRACTOR's services under this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. This Agreement covers all enrollments for all products licensed under the Master Agreement. All terms and conditions of the Master Agreement, attached as Exhibit E of this Agreement and incorporated by reference, shall apply to the purchase of related products and services.

2. This Agreement is available for use by all government entities within the State of California (an "Enrolled Affiliate") for the duration of the Term (defined below in section 4). Enrollment documents will contain the terms and conditions specific to each entity.

3. CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this agreement to each and every government entity in the State of California. Terms and conditions are governed by this Agreement, the Master Agreement, and the applicable enrollment documents for each entity. Entities shall make purchases in their own name, make direct payment to CONTRACTOR, and be liable directly to CONTRACTOR for all obligations.

   3.1 COUNTY shall in no way be responsible to CONTRACTOR for Enrolled Affiliates' purchases and obligations. COUNTY shall in no way be responsible to other entities for their purchases or any acts or omissions of CONTRACTOR, including but not limited to product selection or implementation, services or other related matters.

   3.2 CONTRACTOR shall notify Enrolled Affiliate in writing of the terms and conditions stated in Section 11.

4. This Agreement shall be effective from November 1, 2019 through October 31, 2021, unless terminated earlier (the "Term").

5. Hold Harmless/Indemnification:

   5.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services, or acts or omissions, of CONTRACTOR, its

officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

5.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

5.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

6. Contractor Responsibilities: CONTRACTOR will offer the following services to each Enrolled Affiliate at no additional charge. It is the responsibility of the Enrolled Affiliate to determine which products and/or services, if any, meet their needs and communicate that to the CONTRACTOR.

6.1 Provide reports showing year to date annual spend according to Enrolled Affiliate's specifications. Frequency will be determined by each Enrolled Affiliate (monthly, quarterly, etc.).

6.2 Provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment at the time of such amendment.

6.3 Provide an updated price list on an annual basis or when requested by Enrolled Affiliate.

7. CONTRACTOR's Microsoft Enterprise Agreement license subscription price attached hereto as Exhibit A and service rates attached hereto as Exhibit B.

8. CONTRACTOR's Microsoft Enterprise Agreement Participation Form attached hereto as Exhibit C and incorporated herein by reference.

9. Usage Reporting: CONTRACTOR will provide to COUNTY the Licensed Support Provider (LSP) Reporting of Active Enrollments to Master Microsoft Enterprise Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services, showing a list of enrollments by February 15th of each year. Forms shall be submitted electronically to MasterMicrosoftAdmin@rivco.org. A copy of the form is attached hereto as Exhibit D and incorporated herein by reference.

10. Administrative fees: CONTRACTOR will be charged .5% of the annual enrollment amount to leverage the Riverside County Master Microsoft Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services. This will be an annual fee, per enrollment inclusive of Affiliates Shadow Enrollments. Example: A three-year aggregated agreement with a contract amount of $300K, divisible by three years will result in an LSP Participation Fee of $500 annually (100K*.5%). RCIT will invoice the Awarded LSP annually based on the enrollments verified from the

"Reporting of Active Enrollments" list submitted by December 15th of each year. Payment is due to Riverside County Information Technology thirty (30) days from invoice date.

10.1 Riverside County Information Technology (RCIT) will invoice the CONTRACTOR annually based on the enrollments verified. Payment is due to RCIT within thirty (30) days of invoice date. The COUNTY will not accept credit as a form of payment.

10.2 Failure to meet the administrative fee requirements herein and submit fees on a timely basis may constitute grounds for immediate termination of this Agreement.

11. Contract Management: The contacts for this Agreement for COUNTY shall be both RCIT and Purchasing as listed below.

COUNTY Primary Contact:
Jim Smith
3450 14th Street
Riverside, CA 92501

COUNTY Secondary Contact:
Rick Hai
2980 Washington Street
Riverside, CA 92504

CONTRACTOR contact:
Sherri McLean
120 S. Riverside Plaza, 7th Floor
Chicago, IL 60606

11.1 Should Contract Management contact information change, the CONTRACTOR shall provide written notice with the updated information to the COUNTY no later than 10 business days after the change.

12. Termination:

12.1 COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

12.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

12.3 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

13. Conduct of Contractor:

13.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees

to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

13.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

13.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

13.4 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

14. Independent Contractor/Employment Eligibility/Non-Discrimination:

14.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

14.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

14.3 CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964

(P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Entire Agreement: This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
Kevin Jeffries, Chairman
Board of Supervisors

Dated: OCT 22 2019

CDW Government LLC, an Illinois limited liability company

By: _____
Dario J. Bertocchi
Director Program Sales

Dated: 10/15/2019

ATTEST:
Kecia Harper
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Susanna Oh, Deputy County Counsel

OCT 22 2019 3.14

Licensing Solution Provider Agreement Number PSA-0001522

Exhibit A
Microsoft Enterprise license subscription and services

Line	Description	Price Level	Markup %
1	Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups) M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5.	Level D Minus 2%	1.25
2	Enterprise Products Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite.	Level D	1.25
3	Additional Products M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.	Level D	1.25
4	Server and Tools Product (applies to Server and Cloud Enrollments only) SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.	Level D	1.25
5	All products for Select Plus Agreement No.7756479.		2.00
6	Microsoft Premier Support		1.50
7	Microsoft Unified Support Services		1.50
8	Microsoft Consulting Services		1.50

Licensing Solution Provider Agreement Number PSA-0001522

Exhibit B
License Support Provider (LSP) service rates

Line	Description	Certified Competency (Yes/No)	Hourly Rate
	Data and Artificial Intelligent		
1	Build Intelligent Apps	Yes	$200
2	Build Intelligent Agents	Yes	$200
3	Machine Learning	No	$0
4	Internet of Things	Yes	$200
5	Globally distributed data	Yes	$200
6	OSS Databases	Yes	$200
7	Cloud Scale Analytics	Yes	$200
8	Data Platform Modernization to Azure	Yes	$200
9	Windows Server on Azure	Yes	$200
10	Security & Management	Yes	$200
11	Datacenter Migration	Yes	$200
12	Modern Business Intelligence	Yes	$200
	Biz Apps		
1	Customer Service	No	$0
2	Field Service	No	$0
3	Marketing	No	$0
4	Talent	No	$0
5	Finance and Operations	No	$0
6	Business Central	No	$0
7	Power Apps	Yes	$200
8	Power BI	Yes	$200
	Apps and Infrastructure		
1	Azure Stack	Yes	$200
2	High Performance Compute	Yes	$200
3	Cloud Native Apps using Serverless	Yes	$200
4	Modernize Apps	No	$0
5	SAP on Azure	Yes	$200
6	Linux on Azure	Yes	$200
7	Dev Ops	Yes	$200
8	Business Continuity & Disaster Recovery	Yes	$200
9	Windows Server on Azure	Yes	$200
10	Security & Management	Yes	$200
11	Datacenter Migration	Yes	$200

Exhibit B (cont.)
License Support Provider (LSP) service rates

Line	Description	Certified Competency (Yes/No)	Hourly Rate
	Modern Workplace		
1	User Adoption & Change Management	Yes	$200
2	Security	Yes	$200
3	GDPR & Compliance	Yes	$200
4	Teamwork	Yes	$200
5	Calling & Meetings	Yes	$200
6	Modern Desktop	Yes	$200
7	Office 365 Migration Assistance	Yes	$200
7a	Mail	Yes	$200
7b	Teams	Yes	$200
7c	SharePoint	Yes	$200
7d	OneDrive	Yes	$200

Exhibit C
Microsoft LSP Participation Form

DAVE ROGERS
Assistant Chief Executive Officer
Chief Information Officer

JIM SMITH
Chief Technology Officer

JENNIFER HILBER, ACIO
Enterprise Applications Bureau

GUSTAVO VAZQUEZ, ACIO
Converged Communications Bureau
Public Safety Enterprise Communications

GIL MEJIA, ACIO
Technology Services Bureau

Microsoft LSP Participation Form

(RFQ #RIVCO-2020-RFQ-0000048 Attachment 3)

Complete this form and return to:	Payment should be made to:
Attention: Rick Hai E-mail: RHai@rivco.org	Riverside County Information Technology 3450 14th Street, Fourth Floor Riverside, CA 92501 County of Riverside TIN #: 95-6000930

Company Name: CDW Government LLC

Name: Robert F. Kirby Title: President, CDW Government LLC

Address: 230 N. Milwaukee Ave.

City: Vernon Hills Illinois Zip Code:60061 Telephone #: 312 547 2516

Fax #: 847.465.6800 Email: bobkir@cdw.com

The County of Riverside is the host of the Microsoft Master Agreement No. 8084445. All questions regarding the products and licensing should be directed to Microsoft.

By signing below, I am agreeing to pay the participation fees for each enrollment that is established by leveraging the County of Riverside Master Agreement in accordance to the schedule referenced on RFQ #RIVCO-2020-RFQ-0000048 and any subsequent contracts and / or amendments.

By signing below, I also agree that all enrollments will be submitted to Microsoft direct, to report enrollment activity and comply to the payment schedule per RFQ #RIVCO-2020-RFQ-0000048 to Riverside County Information Technology.

Please reference the remittance information above for where to send the payment. Failure to comply may result in the award being rescinded.

Signature — 9/17/2019 (Date)

Robert F. Kirby (Printed Name) — President, CDW Government LLC (Title)

Licensing Solution Provider Agreement Number PSA-0001522

Exhibit D
Microsoft LSP Reporting of Active Enrollments Form

LSP Name	*Company name*
RIVCO Contract ID	*RIVCO-20800-00x-xx/xx*
Microsoft Agreement Numbers	**01E69633, 01E73134, AND NEW**

Master Enrollment	Enrollment Number:	Enrollment Entity:	Start Date:	End Date:	Annual Spend	Enrollment Contact:	Enrollment Contact Email:	Enrollment Contact Tel:
8084445	*87654321*	*Riverside County Information Technology*	*1/01/12*	*12/31/16*	*$645,000.00*	*John Doe*	*John.Doe@riverside.org*	*951-555-1212*
							-	
							-	
							-	

Exhibit E
Master Agreement

Attached include the followings:

1) Signature Form
2) Microsoft Enterprise Agreement
3) Microsoft Enterprise Agreement Amendment

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **5-000004275258**

Doc Type: **Signature Form**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Country: **United States**

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.

Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

3

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

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Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	8084445

004-kayleed-S-04

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

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

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

Contract Document	Number or Code
Enterprise Agreement	X20-10209
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment to Contract Documents	CTM-CPT-OPT-FWK (new)

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

Customer	
Name of Entity (must be legal entity name)*	County of Riverside
Signature*	
Printed First and Last Name*	Richard R. Hai
Printed Title	Sr. Procurement Contract Specialist
Signature Date*	08/22/2019
Tax ID	

* *indicates required field*

FORM APPROVED COUNTY COUNSEL
BY: [signature] DATE 8/22/19
SUSANNA N. OH

[redacted] Microsoft Affiliate	
Microsoft Corporation	
Signature	
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	8/23/2019

Microsoft
Microsoft Corporation
AUG 23 2019
Chance Krail
Duly Authorized on behalf of
Microsoft Corporation

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

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

** indicates required field*

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

** indicates required field*

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

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

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **5-000004275258**

Doc Type: [redacted] **Agreement**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Country: **United States**

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.

Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

15

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

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Microsoft Volume Licensing

Enterprise Agreement State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at http://www.microsoft.com/licensing/contracts and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Affiliate" means

a. with regard to Customer,

(i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;

(ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and

(iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and

b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

"Use Rights" means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

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

2. *How the Enterprise program works.*

a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.

b. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. *Licenses for Products.*

a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.

b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.

c. **Applicable Use Rights.**

(i) **Products (other than Online Services).** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.

(ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.

d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.

e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.

(i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.

(ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.

f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. *Making copies of Products and re-imaging rights.*

a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.

b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.

c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

(i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.

(ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.

(iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.

(iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. *Transferring and reassigning Licenses.*

a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:

(i) an Affiliate, or

(ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an

operating division of Enrolled Affiliate or an Affiliate. (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from http://www.microsoft.com/licensing/contracts and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (includingthe applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.

c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. *Term and termination.*

a. **Term.** The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.

c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

(i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or

(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and

2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.

2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affilaite a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. **Effect of termination or expiration.** When an Enrollment expires or is terminated,

(i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.

(ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.

g. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

h. **Program updates.** Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

7. *Use, ownership, rights, and restrictions.*

a. **Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.

b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.

c. **Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.

d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) () separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.

e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. *Confidentiality.*

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. *Privacy and compliance with laws.*

a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.

b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection

law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. Warranties.

a. **Limited warranties and remedies.**

(i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.

(ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.

c. **Disclaimer. Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.**

11. Defense of third party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.

b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or

non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

12. *Limitation of liability.*

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate was required to pay for the applicable Products during the term of this Agreement, subject to the following:

a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.

b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.

d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. *Verifying compliance.*

a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.

b. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

c. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.

14. *Miscellaneous.*

a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.

b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.

c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.

d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.

e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.

f. **Assignment.** Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.

g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.

h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.

i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.

k. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.

l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: https://www.microsoft.com/licensing/servicecenter. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.

m. **Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.

o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at http://www.microsoft.com/enable.

p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on http://www.microsoft.com at such time.

q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

Microsoft Volume Licensing

Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

This form applies to:
- ☐ MBSA
- ☒ Agreement
- ☐ Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at https://licensing.microsoft.com.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity* County of Riverside
Contact name*: **First** Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: **First** Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861

Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

3. *Subscriptions manager.*

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

4. *Online services manager.*

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Luis **Last** Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-8114 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

5. *Customer Support Manager (CSM).*

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity* County of Riverside
Contact name*: First Luis **Last** Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-8114 **Fax**

6. *Primary contact information.*

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity* County of Riverside

Contact name*: First Jim Last Smith
Contact email address* jimsmith@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** CA **Postal code*** 92501-3861
Country* US
Phone* 951-231-5909 **Fax**

7. *Notices contact and online administrator information.*

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

☒ *Same as primary contact*
Name of entity*
Contact name*: **First** **Last**
Contact email address*
Street address*
City* **State/Province*** **Postal code***
Country*
Phone* **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **5-000004275258**

Doc Type: **Amendments**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Account Manager Name / Alias:

Country: **United States**

LAR/LAD/ESA:

Insight Direct USA, Inc.

Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

3

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

8/23/2019 9:42:40 PM

Microsoft Volume Licensing

Amendment to Contract Documents

Agreement Number 8084445

004-kayleed-S-04

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

Enterprise Agreement Custom Terms CTM

1. Section 6a, "Term", is hereby amended and restated as follows:

   a. **Term.** The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

2. The pricing that Microsoft will offer Enrolled Affiliate's Reseller for Enrollments effective between November 1, 2019 through October 31, 2021, and that will apply for the entire initial term of such Enrollments, is as follows:

Product	Price Level	Examples include but are not limited to the following*:
Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups)	Level D minus 2%	M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5
Enterprise Products	Level D	Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite
Additional Products	Level D	M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.
Server and Tools Product (applies to Server and Cloud Enrollments only)	Level D	SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.

*The examples include online services that are available in either the commercial or government cloud offerings.

**Qualifying Enterprise Online Services are identified in the Product Terms with the cell value of "EO" in the tables for "Program Availability". The scope of Enterprise Online Services is subject to change as Enterprise Online Services are added, updated/revised or removed from the Enterprise program offering.

Exclusions apply to the additional 2% discount on Enterprise Online Services as follows:

- The price list month that applies to an order is not a factor in determining whether the additional 2% discount on Enterprise Online Services may be applied to an order. The only applicable factor is the effective date of the Enrollment.
- The discount does not apply to any extensions of the initial Term or renewal Enrollments.
- The discount does not apply to any promotional SKUs. Enrolled Affiliate is entitled to the lower of the promotional price or discounted price.

The price level that applies to Enrollments effective on or after November 1, 2021 is Level D for all Products.

The Reseller and the Enrolled Affiliate will determine the Enrolled Affiliate's actual price and payment terms.

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

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

Microsoft Internal Use Only:

Riverside County EA Amend 8.7.docx	CTM	CTM-CPT-OPT-FWK	BD

Licensing Solution Provider Agreement Number PSA-0001523

This Licensing Solution Provider Agreement is made and entered into this 22nd day of October 2019, by and between Crayon Software Experts, LLC., a Delaware limited liability company ("CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY").

WHEREAS, COUNTY and Microsoft Corporation ("Microsoft") have entered into that certain Microsoft Enterprise Agreement (Master Agreement No. 8084445; the "Master Agreement"), effective August 23, 2019, under which COUNTY has the ability to enter into one or more enrollments to order certain Microsoft product licenses;

WHEREAS, CONTRACTOR desires to provide support to COUNTY and its Enrolled Affiliates (as defined in the Master Agreement) for said licenses under this Agreement and hereby represents that it has the skills, experience, and knowledge necessary to perform under this Agreement; and

WHEREAS, COUNTY desires to accept CONTRACTOR's services under this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. This Agreement covers all enrollments for all products licensed under the Master Agreement. All terms and conditions of the Master Agreement, attached as Exhibit E of this Agreement and incorporated by reference, shall apply to the purchase of related products and services.

2. This Agreement is available for use by all government entities within the State of California (an "Enrolled Affiliate") for the duration of the Term (defined below in section 4). Enrollment documents will contain the terms and conditions specific to each entity.

3. CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this agreement to each and every government entity in the State of California. Terms and conditions are governed by this Agreement, the Master Agreement, and the applicable enrollment documents for each entity. Each Enrolled Affiliate shall make purchases in their own name, make direct payment to CONTRACTOR, and be liable directly to CONTRACTOR for all obligations.

   3.1 COUNTY shall in no way be responsible to CONTRACTOR for Enrolled Affiliates' purchases and obligations. COUNTY shall in no way be responsible to other entities for their purchases or any acts or omissions of CONTRACTOR, including but not limited to product selection or implementation, services or other related matters.

   3.2 CONTRACTOR shall notify Enrolled Affiliate in writing of the terms and conditions stated in Section 11.

4. This Agreement shall be effective from November 1, 2019 through October 31, 2021, unless terminated earlier (the "Term").

5. Hold Harmless/Indemnification:

   5.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage

whatsoever, based or asserted upon any services, or acts or omissions, of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

5.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

5.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

6. Contractor Responsibilities: CONTRACTOR will offer the following services to each Enrolled Affiliate at no additional charge. It is the responsibility of the Enrolled Affiliate to determine which products and/or services, if any, meet their needs and communicate that to the CONTRACTOR.

6.1 Provide reports showing year to date annual spend according to Enrolled Affiliate's specifications. Frequency will be determined by each Enrolled Affiliate (monthly, quarterly, etc.).

6.2 Provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment at the time of such amendment.

6.3 Provide an updated price list on an annual basis or when requested by Enrolled Affiliate.

7. CONTRACTOR's Microsoft Enterprise Agreement license subscription price attached hereto as Exhibit A and service rates attached hereto as Exhibit B.

8. CONTRACTOR's Microsoft Enterprise Agreement Participation Form attached hereto as Exhibit C and incorporated herein by reference.

9. Usage Reporting: CONTRACTOR will provide to COUNTY the Licensed Support Provider (LSP) Reporting of Active Enrollments to Master Microsoft Enterprise Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services, showing a list of enrollments by February 15th of each year. Forms shall be submitted electronically to MasterMicrosoftAdmin@rivco.org. A copy of the form is attached hereto as Exhibit D and incorporated herein by reference.

10. Administrative fees: CONTRACTOR will be charged .5% of the annual enrollment amount to leverage the Riverside County Master Microsoft Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services. This will be an annual fee, per enrollment inclusive of Affiliates Shadow Enrollments. Example: A three-year aggregated agreement with a contract

amount of $300K, divisible by three years will result in an LSP Participation Fee of $500 annually (100K*.5%). RCIT will invoice the Awarded LSP annually based on the enrollments verified from the "Reporting of Active Enrollments" list submitted by December 15th of each year. Payment is due to Riverside County Information Technology thirty (30) days from invoice date.

10.1 Riverside County Information Technology (RCIT) will invoice the CONTRACTOR annually based on the enrollments verified. Payment is due to RCIT within thirty (30) days of invoice date. The COUNTY will not accept credit as a form of payment.

10.2 Failure to meet the administrative fee requirements herein and submit fees on a timely basis may constitute grounds for immediate termination of this Agreement.

11. Contract Management: The contacts for this Agreement for COUNTY shall be both RCIT and Purchasing as listed below.

COUNTY Primary Contact:
Jim Smith
3450 14th Street
Riverside, CA 92501

COUNTY Secondary Contact:
Rick Hai
2980 Washington Street
Riverside, CA 92504

CONTRACTOR contact:
Ken Pharr
12221 Merit Dr., #800
Dallas, TX 75251

11.1 Should Contract Management contact information change, the CONTRACTOR shall provide written notice with the updated information to the COUNTY no later than 10 business days after the change.

12. Termination:

12.1 COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

12.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

12.3 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

13. Conduct of Contractor:

13.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would

conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

13.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

13.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

13.4 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

14. Independent Contractor/Employment Eligibility/Non-Discrimination:

14.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

14.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

14.3 CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall

be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Entire Agreement: This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
Kevin Jeffries, Chairman
Board of Supervisors

Dated: OCT 22 2019

Crayon Software Experts, LLC., a Delaware limited liability company

By: _____
Ken Pharr
Chief Financial Officer

Dated: 9/16/19

ATTEST:
Kecia Harper
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Susanna Oh, Deputy County Counsel

OCT 22 2019 3.16

Licensing Solution Provider Agreement Number PSA-0001523

Exhibit A
Microsoft Enterprise license subscription and services

Line	Description	Price Level	Markup %
1	Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups) M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5.	Level D Minus 2%	1.00
2	Enterprise Products Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite.	Level D	1.00
3	Additional Products M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.	Level D	1.00
4	Server and Tools Product (applies to Server and Cloud Enrollments only) SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.	Level D	1.00
5	All products for Select Plus Agreement No.7756479.		1.50
6	Microsoft Premier Support		2.00
7	Microsoft Unified Support Services		2.00
8	Microsoft Consulting Services		2.00

Licensing Solution Provider Agreement Number PSA-0001523

Exhibit B
License Support Provider (LSP) service rates

Line	Description	Certified Competency (Yes/No)	Hourly Rate
	Data and Artificial Intelligent		
1	Build Intelligent Apps	No	$450
2	Build Intelligent Agents	No	$450
3	Machine Learning	Yes	$450
4	Internet of Things	Yes	$450
5	Globally distributed data	No	$450
6	OSS Databases	No	$450
7	Cloud Scale Analytics	Yes	$450
8	Data Platform Modernization to Azure	Yes	$450
9	Windows Server on Azure	Yes	$350
10	Security & Management	Yes	$350
11	Datacenter Migration	Yes	$350
12	Modern Business Intelligence	Yes	$350
	Biz Apps		
1	Customer Service	No	$400
2	Field Service	No	$400
3	Marketing	No	$400
4	Talent	No	$400
5	Finance and Operations	No	$400
6	Business Central	No	$400
7	Power Apps	No	$400
8	Power BI	No	$400
	Apps and Infrastructure		
1	Azure Stack	No	$300
2	High Performance Compute	Yes	$300
3	Cloud Native Apps using Serverless	Yes	$300
4	Modernize Apps	No	$300
5	SAP on Azure	No	$300
6	Linux on Azure	No	$300
7	Dev Ops	No	$300
8	Business Continuity & Disaster Recovery	Yes	$300
9	Windows Server on Azure	Yes	$300
10	Security & Management	Yes	$300
11	Datacenter Migration	Yes	$300

Licensing Solution Provider Agreement Number PSA-0001523

Exhibit B (cont.)
License Support Provider (LSP) service rates

Line	Description	Certified Competency (Yes/No)	Hourly Rate
	Modern Workplace		
1	User Adoption & Change Management	Yes	$300
2	Security	Yes	$300
3	GDPR & Compliance	Yes	$300
4	Teamwork	Yes	$300
5	Calling & Meetings	Yes	$350
6	Modern Desktop	Yes	$300
7	Office 365 Migration Assistance	Yes	$300
7a	Mail	Yes	$300
7b	Teams	Yes	$300
7c	SharePoint	Yes	$400
7d	OneDrive	Yes	$300

DAVE ROGERS
Assistant Chief Executive Officer
Chief Information Officer

JIM SMITH
Chief Technology Officer

JENNIFER HILBER, ACIO
Enterprise Applications Bureau

GUSTAVO VAZQUEZ, ACIO
Converged Communications Bureau
Public Safety Enterprise Communications

GIL MEJIA, ACIO
Technology Services Bureau

Microsoft LSP Participation Form

(RFQ #RIVCO-2020-RFQ-0000048 Attachment 3)

Complete this form and return to:	**Payment should be made to**:
Attention: Rick Hai E-mail: RHai@rivco.org	Riverside County Information Technology 3450 14th Street, Fourth Floor Riverside, CA 92501 County of Riverside TIN #: 95-6000930

Company Name: Crayon Software Experts LLC

Name: Ken Pharr Title: CFO

Address: 12221 Merit Dr #800

City: Dallas Zip Code: 75251 Telephone #: 469-329-0290

Fax #: Email: sled.us@crayon.com

The County of Riverside is the host of the Microsoft Master Agreement No. 8084445. All questions regarding the products and licensing should be directed to Microsoft.

By signing below, I am agreeing to pay the participation fees for each enrollment that is established by leveraging the County of Riverside Master Agreement in accordance to the schedule referenced on RFQ #RIVCO-2020-RFQ-0000048 and any subsequent contracts and / or amendments.

By signing below, I also agree that all enrollments will be submitted to Microsoft direct, to report enrollment activity and comply to the payment schedule per RFQ #RIVCO-2020-RFQ-0000048 to Riverside County Information Technology.

Please reference the remittance information above for where to send the payment. Failure to comply may result in the award being rescinded.

Signature — Date: 10/16/19

Ken Pharr — Printed Name

CFO — Title

Licensing Solution Provider Agreement Number PSA-0001523

Exhibit D
Microsoft LSP Reporting of Active Enrollments Form

SP Name	*Company name*
IVCO ontract ID	*RIVCO-20800-00x-xx/xx*
Microsoft Agreement Numbers	**01E69633, 01E73134, AND NEW**

Master Enrollment	Enrollment Number:	Enrollment Entity:	Start Date:	End Date:	Annual Spend	Enrollment Contact:	Enrollment Contact Email:	Enrollment Contact Tel:
84445	*87654321*	*Riverside County Information Technology*	*1/01/12*	*12/31/16*	*$645,000.00*	*John Doe*	*John.Doe@riverside.org*	*951-555-1212*

Licensing Solution Provider Agreement Number PSA-0001523

Exhibit E
Master Agreement

Attached include the followings:

1) Signature Form
2) Microsoft Enterprise Agreement
3) Microsoft Enterprise Agreement Amendment

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **5-000004275258**

Doc Type: **Signature Form**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Country: **United States**

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.

Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

3

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

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Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	8084445

004-kayleed-S-04

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

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

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

Contract Document	Number or Code
Enterprise Agreement	X20-10209
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement> <Choose Enrollment/Registration>	Document Number or Code Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment to Contract Documents	CTM-CPT-OPT-FWK (new)

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

Customer	
Name of Entity (must be legal entity name)*	County of Riverside
Signature*	
Printed First and Last Name*	Richard R. Hai
Printed Title	Sr. Procurement Contract Specialist
Signature Date*	08/22/2019
Tax ID	

* *indicates required field*

FORM APPROVED COUNTY COUNSEL
BY SUSANNA N. OH DATE 8/22/19

Microsoft Affiliate	
Microsoft Corporation	
Signature	
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	8/23/2019

Microsoft
Microsoft Corporation
AUG 23 2019
Chance Krail
Duly Authorized on behalf of
Microsoft Corporation

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

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

** indicates required field*

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

** indicates required field*

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

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

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **5-0000004275258**

Doc Type: [redacted] **Agreement**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Account Manager Name / Alias:

Country: **United States**

LAR/LAD/ESA:

Insight Direct USA, Inc.

Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

15

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

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Microsoft Volume Licensing

Enterprise Agreement State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at http://www.microsoft.com/licensing/contracts and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Affiliate" means

a. with regard to Customer,

(i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;

(ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and

(iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and

b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

"Use Rights" means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

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

2. *How the Enterprise program works.*

a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.

b. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. *Licenses for Products.*

a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.

b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.

c. **Applicable Use Rights.**

(i) **Products (other than Online Services).** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.

(ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.

d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.

e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.

(i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.

(ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.

f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. *Making copies of Products and re-imaging rights.*

a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.

b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.

c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

(i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.

(ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.

(iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.

(iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. *Transferring and reassigning Licenses.*

a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:

(i) an Affiliate, or

(ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an

operating division of Enrolled Affiliate or an Affiliate. (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from http://www.microsoft.com/licensing/contracts and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (includingthe applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.

c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. *Term and termination.*

a. **Term.** The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.

c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

(i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or

(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and

2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.

2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affilaite a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. **Effect of termination or expiration.** When an Enrollment expires or is terminated,

(i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.

(ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.

g. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

h. **Program updates.** Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

7. *Use, ownership, rights, and restrictions.*

a. **Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.

b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.

c. **Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.

d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) () separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.

e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. *Confidentiality.*

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. *Privacy and compliance with laws.*

a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.

b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection

law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. Warranties.

a. **Limited warranties and remedies.**

(i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.

(ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.

c. **Disclaimer. Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.**

11. Defense of third party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.

b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or

non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

12. *Limitation of liability.*

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate was required to pay for the applicable Products during the term of this Agreement, subject to the following:

a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.

b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.

d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. *Verifying compliance.*

a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.

b. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

c. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.

14. *Miscellaneous.*

a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.

b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.

c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.

d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.

e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.

f. **Assignment.** Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.

g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.

h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.

i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.

k. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.

l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: https://www.microsoft.com/licensing/servicecenter. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.

m. **Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.

o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at http://www.microsoft.com/enable.

p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on http://www.microsoft.com at such time.

q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

Microsoft Volume Licensing

Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

This form applies to:
- ☐ MBSA
- ☒ Agreement
- ☐ Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at https://licensing.microsoft.com.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861

Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

3. *Subscriptions manager.*

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

4. *Online services manager.*

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Luis **Last** Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-8114 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

5. *Customer Support Manager (CSM).*

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity* County of Riverside
Contact name*: First Luis **Last** Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-8114 **Fax**

6. *Primary contact information.*

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity* County of Riverside

Contact name*: First Jim **Last** Smith
Contact email address* jimsmith@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** CA **Postal code*** 92501-3861
Country* US
Phone* 951-231-5909 **Fax**

7. *Notices contact and online administrator information.*

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

☒ *Same as primary contact*
Name of entity*
Contact name*: First **Last**
Contact email address*
Street address*
City* **State/Province*** **Postal code***
Country*
Phone* **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **5-0000004275258**

Doc Type: **Amendments**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Account Manager Name / Alias:

Country: **United States**

LAR/LAD/ESA:

Insight Direct USA, Inc.

Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

3

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

8/23/2019 9:42:40 PM

Microsoft Volume Licensing

Amendment to Contract Documents

Agreement Number 8084445

004-kayleed-S-04

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

Enterprise Agreement Custom Terms CTM

1. Section 6a, "Term", is hereby amended and restated as follows:

   a. **Term.** The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

2. The pricing that Microsoft will offer Enrolled Affiliate's Reseller for Enrollments effective between November 1, 2019 through October 31, 2021, and that will apply for the entire initial term of such Enrollments, is as follows:

Product	Price Level	Examples include but are not limited to the following*:
Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups)	Level D minus 2%	M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5
Enterprise Products	Level D	Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite
Additional Products	Level D	M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.
Server and Tools Product (applies to Server and Cloud Enrollments only)	Level D	SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.

*The examples include online services that are available in either the commercial or government cloud offerings.

**Qualifying Enterprise Online Services are identified in the Product Terms with the cell value of "EO" in the tables for "Program Availability". The scope of Enterprise Online Services is subject to change as Enterprise Online Services are added, updated/revised or removed from the Enterprise program offering.

Exclusions apply to the additional 2% discount on Enterprise Online Services as follows:

- The price list month that applies to an order is not a factor in determining whether the additional 2% discount on Enterprise Online Services may be applied to an order. The only applicable factor is the effective date of the Enrollment.
- The discount does not apply to any extensions of the initial Term or renewal Enrollments.
- The discount does not apply to any promotional SKUs. Enrolled Affiliate is entitled to the lower of the promotional price or discounted price.

The price level that applies to Enrollments effective on or after November 1, 2021 is Level D for all Products.

The Reseller and the Enrolled Affiliate will determine the Enrolled Affiliate's actual price and payment terms.

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

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

Microsoft Internal Use Only:

Riverside County EA Amend 8.7.docx	CTM	CTM-CPT-OPT-FWK	BD

Licensing Solution Provider Agreement Number PSA-0001524

This Licensing Solution Provider Agreement is made and entered into this 22nd day of October 2019, by and between Dell Marketing L.P., a Texas corporation ("CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY").

WHEREAS, COUNTY and Microsoft Corporation ("Microsoft") have entered into that certain Microsoft Enterprise Agreement (Master Agreement No. 8084445; the "Master Agreement"), effective August 23, 2019, under which COUNTY has the ability to enter into one or more enrollments to order certain Microsoft product licenses;

WHEREAS, CONTRACTOR desires to provide support to COUNTY and its Enrolled Affiliates (as defined in the Master Agreement) for said licenses under this Agreement and hereby represents that it has the skills, experience, and knowledge necessary to perform under this Agreement; and

WHEREAS, COUNTY desires to accept CONTRACTOR's services under this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. This Agreement covers all enrollments for all products licensed under the Master Agreement. All terms and conditions of the Master Agreement, attached as Exhibit E of this Agreement and incorporated by reference, shall apply to the purchase of related products and services.

2. This Agreement is available for use by all government entities within the State of California (an "Enrolled Affiliate") for the duration of the Term (defined below in section 4). Enrollment documents will contain the terms and conditions specific to each entity.

3. CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this agreement to each and every government entity in the State of California. Terms and conditions are governed by this Agreement, the Master Agreement, and the applicable enrollment documents for each entity. Entities shall make purchases in their own name, make direct payment to CONTRACTOR, and be liable directly to CONTRACTOR for all obligations.

   3.1 COUNTY shall in no way be responsible to CONTRACTOR for Enrolled Affiliates' purchases and obligations. COUNTY shall in no way be responsible to other entities for their purchases or any acts or omissions of CONTRACTOR, including but not limited to product selection or implementation, services or other related matters.

   3.2 CONTRACTOR shall notify Enrolled Affiliate in writing of the terms and conditions stated in Section 11.

4. This Agreement shall be effective from November 1, 2019 through October 31, 2021, unless terminated earlier (the "Term").

5. Hold Harmless/Indemnification:

   5.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage

OCT 22 2019 3.14

whatsoever, based or asserted upon any services, or acts or omissions, of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

5.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

5.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

6. Contractor Responsibilities: CONTRACTOR will offer the following services to each Enrolled Affiliate at no additional charge. It is the responsibility of the Enrolled Affiliate to determine which products and/or services, if any, meet their needs and communicate that to the CONTRACTOR.

6.1 Provide reports showing year to date annual spend according to Enrolled Affiliate's specifications. Frequency will be determined by each Enrolled Affiliate (monthly, quarterly, etc.).

6.2 Provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment at the time of such amendment.

6.3 Provide an updated price list on an annual basis or when requested by Enrolled Affiliate.

7. CONTRACTOR's Microsoft Enterprise Agreement license subscription price attached hereto as Exhibit A and service rates attached hereto as Exhibit B.

8. CONTRACTOR's Microsoft Enterprise Agreement Participation Form attached hereto as Exhibit C and incorporated herein by reference.

9. Usage Reporting: CONTRACTOR will provide to COUNTY the Licensed Support Provider (LSP) Reporting of Active Enrollments to Master Microsoft Enterprise Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services, showing a list of enrollments by February 15th of each year. Forms shall be submitted electronically to MasterMicrosoftAdmin@rivco.org. A copy of the form is attached hereto as Exhibit D and incorporated herein by reference.

10. Administrative fees: CONTRACTOR will be charged .5% of the annual enrollment amount to leverage the Riverside County Master Microsoft Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services. This will be an annual fee, per enrollment inclusive of Affiliates Shadow Enrollments. Example: A three-year aggregated agreement with a contract

amount of $300K, divisible by three years will result in an LSP Participation Fee of $500 annually (100K*.5%). RCIT will invoice the Awarded LSP annually based on the enrollments verified from the "Reporting of Active Enrollments" list submitted by December 15th of each year. Payment is due to Riverside County Information Technology thirty (30) days from invoice date.

10.1 Riverside County Information Technology (RCIT) will invoice the CONTRACTOR annually based on the enrollments verified. Payment is due to RCIT within thirty (30) days of invoice date. The COUNTY will not accept credit as a form of payment.

10.2 Failure to meet the administrative fee requirements herein and submit fees on a timely basis may constitute grounds for immediate termination of this Agreement.

11. Contract Management: The contacts for this Agreement for COUNTY shall be both RCIT and Purchasing as listed below.

COUNTY Primary Contact:
Jim Smith
3450 14th Street
Riverside, CA 92501

COUNTY Secondary Contact:
Rick Hai
2980 Washington Street
Riverside, CA 92504

CONTRACTOR contact:
Alisson Harrington
One Dell Way
Round Rock, TX 78682

11.1 Should Contract Management contact information change, the CONTRACTOR shall provide written notice with the updated information to the COUNTY no later than 10 business days after the change.

12. Termination:

12.1 COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

12.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

12.3 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

13. Conduct of Contractor:

13.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would

conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

13.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

13.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

13.4 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

14. Independent Contractor/Employment Eligibility/Non-Discrimination:

14.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

14.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

14.3 CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall

be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Entire Agreement: This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
Kevin Jeffries, Chairman
Board of Supervisors

Dated: OCT 22 2019

Dell Marketing L.P., a Texas corporation

By: Alisson Harrington
Alisson Harrington
Senior Commercial Counsel

Dated: October 11, 2019

ATTEST:
Kecia Harper
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Susanna Oh, Deputy County Counsel

OCT 22 2019 3.14

Licensing Solution Provider Agreement Number PSA-0001524

Exhibit A
Microsoft Enterprise license subscription and services

Line	Description	Price Level	Markup %
1	Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups) M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5.	Level D Minus 2%	-0.56
2	Enterprise Products Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite.	Level D	-0.43
3	Additional Products M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.	Level D	-0.43
4	Server and Tools Product (applies to Server and Cloud Enrollments only) SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.	Level D	-0.43
5	All products for Select Plus Agreement No.7756479.		0.55
6	Microsoft Premier Support		2.00
7	Microsoft Unified Support Services		2.00
8	Microsoft Consulting Services		2.00

Licensing Solution Provider Agreement Number PSA-0001524

Exhibit B
License Support Provider (LSP) service rates

Line	Description	Certified Competency (Yes/No)	Hourly Rate
	Data and Artificial Intelligent		
1	Build Intelligent Apps	Yes	$425
2	Build Intelligent Agents	Yes	$425
3	Machine Learning	Yes	$425
4	Internet of Things	Yes	$425
5	Globally distributed data	Yes	$425
6	OSS Databases	Yes	$425
7	Cloud Scale Analytics	Yes	$425
8	Data Platform Modernization to Azure	Yes	$425
9	Windows Server on Azure	Yes	$425
10	Security & Management	Yes	$425
11	Datacenter Migration	Yes	$425
12	Modern Business Intelligence	Yes	$425
	Biz Apps		
1	Customer Service	Yes	$425
2	Field Service	Yes	$425
3	Marketing	Yes	$425
4	Talent	Yes	$425
5	Finance and Operations	Yes	$425
6	Business Central	Yes	$425
7	Power Apps	Yes	$425
8	Power BI	Yes	$425
	Apps and Infrastructure		
1	Azure Stack	Yes	$425
2	High Performance Compute	Yes	$425
3	Cloud Native Apps using Serverless	Yes	$425
4	Modernize Apps	Yes	$425
5	SAP on Azure	No	$425
6	Linux on Azure	Yes	$425
7	Dev Ops	Yes	$425
8	Business Continuity & Disaster Recovery	Yes	$425
9	Windows Server on Azure	Yes	$425
10	Security & Management	Yes	$425
11	Datacenter Migration	Yes	$425

Exhibit B (cont.)
License Support Provider (LSP) service rates

Line	Description	Certified Competency (Yes/No)	Hourly Rate
	Modern Workplace		
1	User Adoption & Change Management	Yes	$425
2	Security	Yes	$425
3	GDPR & Compliance	Yes	$425
4	Teamwork	Yes	$425
5	Calling & Meetings	Yes	$425
6	Modern Desktop	Yes	$425
7	Office 365 Migration Assistance	Yes	$425
7a	Mail	Yes	$425
7b	Teams	Yes	$425
7c	SharePoint	Yes	$425
7d	OneDrive	Yes	$425

Exhibit C
Microsoft LSP Participation Form

DAVE ROGERS
Assistant Chief Executive Officer
Chief Information Officer

JIM SMITH
Chief Technology Officer

RCIT

JENNIFER HILBER, ACIO
Enterprise Applications Bureau

GUSTAVO VAZQUEZ, ACIO
Converged Communications Bureau
Public Safety Enterprise Communications

GIL MEJIA, ACIO
Technology Services Bureau

Microsoft LSP Participation Form

(RFQ #RIVCO-2020-RFQ-0000048 Attachment 3)

Complete this form and return to:	**Payment should be made to:**
Attention: Rick Hai E-mail: RHai@rivco.org	Riverside County Information Technology 3450 14th Street, Fourth Floor Riverside, CA 92501 County of Riverside TIN #: 95-6000930

Company Name: Dell Marketing L.P.

Name: Stacie Becker Title: Proposal Manager

Address: One Dell Way

City: Round Rock Zip Code: 78682 Telephone #: 512-728-3007

Fax #: n/a Email: Stacie_Becker@Dell.com

The County of Riverside is the host of the Microsoft Master Agreement No. 8084445. All questions regarding the products and licensing should be directed to Microsoft.

By signing below, I am agreeing to pay the participation fees for each enrollment that is established by leveraging the County of Riverside Master Agreement in accordance to the schedule referenced on RFQ #RIVCO-2020-RFQ-0000048 and any subsequent contracts and / or amendments.

By signing below, I also agree that all enrollments will be submitted to Microsoft direct, to report enrollment activity and comply to the payment schedule per RFQ #RIVCO-2020-RFQ-0000048 to Riverside County Information Technology.

Please reference the remittance information above for where to send the payment. Failure to comply may result in the award being rescinded.

Stacie Becker
Signature

September 19, 2019
Date

Stacie Becker
Printed Name

Proposal Manager
Title

Licensing Solution Provider Agreement Number PSA-0001524

Exhibit D
Microsoft LSP Reporting of Active Enrollments Form

LSP Name	*Company name*
RIVCO Contract ID	*RIVCO-20800-00x-xx/xx*
Microsoft Agreement Numbers	**01E69633, 01E73134, AND NEW**

Master Enrollment	Enrollment Number:	Enrollment Entity:	Start Date:	End Date:	Annual Spend	Enrollment Contact:	Enrollment Contact Email:	Enrollment Contact Tel:
8084445	*87654321*	*Riverside County Information Technology*	*1/01/12*	*12/31/16*	*$645,000.00*	*John Doe*	*John.Doe@riverside.org*	*951-555-1212*

Exhibit E
Master Agreement

Attached include the followings:

1) Signature Form
2) Microsoft Enterprise Agreement
3) Microsoft Enterprise Agreement Amendment

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **5-000004275258**

Doc Type: **Signature Form**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Country: **United States**

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.

Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

3

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

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Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	8084445

004-kayleed-S-04

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

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

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

Contract Document	Number or Code
Enterprise Agreement	X20-10209
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement> <Choose Enrollment/Registration>	Document Number or Code Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment to Contract Documents	CTM-CPT-OPT-FWK (new)

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

Customer	
Name of Entity (must be legal entity name)*	County of Riverside
Signature*	
Printed First and Last Name*	Richard R. Hai
Printed Title	Sr. Procurement Contract Specialist
Signature Date*	08/22/2019
Tax ID	

* *indicates required field*

FORM APPROVED COUNTY COUNSEL
BY SUSANNA N. OH DATE 8/22/19

Microsoft Affiliate	
Microsoft Corporation	
Signature	
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	8/23/2019

Microsoft
Microsoft Corporation
AUG 23 2019
Chance Krail
Duly Authorized on behalf of
Microsoft Corporation

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

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

** indicates required field*

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

** indicates required field*

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

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

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **5-000004275258**

Doc Type: [redacted] **Agreement**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Country: **United States**

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.

Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

15

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

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Microsoft Volume Licensing

Enterprise Agreement State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at http://www.microsoft.com/licensing/contracts and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Affiliate" means

a. with regard to Customer,

(i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;

(ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and

(iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and

b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

"Use Rights" means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

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

2. *How the Enterprise program works.*

a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.

b. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. *Licenses for Products.*

a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.

b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.

c. **Applicable Use Rights.**

(i) **Products (other than Online Services).** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.

(ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.

d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.

e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.

(i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.

(ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.

f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. *Making copies of Products and re-imaging rights.*

a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.

b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.

c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

(i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.

(ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.

(iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.

(iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. *Transferring and reassigning Licenses.*

a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:

(i) an Affiliate, or

(ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an

operating division of Enrolled Affiliate or an Affiliate. (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from http://www.microsoft.com/licensing/contracts and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (includingthe applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.

c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. *Term and termination.*

a. **Term.** The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.

c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

(i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or

(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and

2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.

2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affilaite a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. **Effect of termination or expiration.** When an Enrollment expires or is terminated,

(i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.

(ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.

g. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

h. **Program updates.** Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

7. *Use, ownership, rights, and restrictions.*

a. **Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.

b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.

c. **Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.

d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) () separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.

e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. *Confidentiality.*

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. *Privacy and compliance with laws.*

a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.

b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection

law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. *Warranties.*

a. **Limited warranties and remedies.**

(i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.

(ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.

c. **Disclaimer. Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.**

11. *Defense of third party claims.*

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.

b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or

non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

12. *Limitation of liability.*

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate was required to pay for the applicable Products during the term of this Agreement, subject to the following:

a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.

b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.

d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. *Verifying compliance.*

a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.

b. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

c. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.

14. *Miscellaneous.*

a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.

b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.

c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.

d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.

e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.

f. **Assignment.** Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.

g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.

h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.

i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.

k. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.

l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: https://www.microsoft.com/licensing/servicecenter. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.

m. **Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.

o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at http://www.microsoft.com/enable.

p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on http://www.microsoft.com at such time.

q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

Microsoft Volume Licensing

Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

This form applies to:
- ☐ MBSA
- ☒ Agreement
- ☐ Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at https://licensing.microsoft.com.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861

Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

3. *Subscriptions manager.*

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

4. *Online services manager.*

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Luis **Last** Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-8114 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

5. *Customer Support Manager (CSM).*

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity* County of Riverside
Contact name*: First Luis **Last** Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-8114 **Fax**

6. *Primary contact information.*

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity* County of Riverside

Contact name*: First Jim **Last** Smith
Contact email address* jimsmith@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** CA **Postal code*** 92501-3861
Country* US
Phone* 951-231-5909 **Fax**

7. Notices contact and online administrator information.

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

☒ *Same as primary contact*
Name of entity*
Contact name*: First **Last**
Contact email address*
Street address*
City* **State/Province*** **Postal code***
Country*
Phone* **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **5-000004275258**

Doc Type: **Amendments**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Country: **United States**

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.

Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

3

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

8/23/2019 9:42:40 PM

Microsoft Volume Licensing

Amendment to Contract Documents

Agreement Number: 8084445

004-kayleed-S-04

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

Enterprise Agreement Custom Terms CTM

1. Section 6a, "Term", is hereby amended and restated as follows:

   a. **Term.** The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

2. The pricing that Microsoft will offer Enrolled Affiliate's Reseller for Enrollments effective between November 1, 2019 through October 31, 2021, and that will apply for the entire initial term of such Enrollments, is as follows:

Product	**Price Level**	**Examples include but are not limited to the following*:**
Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups)	Level D minus 2%	M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5
Enterprise Products	Level D	Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite
Additional Products	Level D	M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.
Server and Tools Product (applies to Server and Cloud Enrollments only)	Level D	SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.

* The examples include online services that are available in either the commercial or government cloud offerings.

**Qualifying Enterprise Online Services are identified in the Product Terms with the cell value of 'EO' in the tables for 'Program Availability'. The scope of Enterprise Online Services is subject to change as Enterprise Online Services are added, updated/revised or removed from the Enterprise program offering.

Exclusions apply to the additional 2% discount on Enterprise Online Services as follows:

- The price list month that applies to an order is not a factor in determining whether the additional 2% discount on Enterprise Online Services may be applied to an order. The only applicable factor is the effective date of the Enrollment.
- The discount does not apply to any extensions of the initial Term or renewal Enrollments.
- The discount does not apply to any promotional SKUs. Enrolled Affiliate is entitled to the lower of the promotional price or discounted price.

The price level that applies to Enrollments effective on or after November 1, 2021 is Level D for all Products.

The Reseller and the Enrolled Affiliate will determine the Enrolled Affiliate's actual price and payment terms.

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

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

Microsoft Internal Use Only:

Riverside County EA Amend 8.7.docx	CTM	CTM-CPT-OPT-FWK	BD

Licensing Solution Provider Agreement Number PSA-0001525

This Licensing Solution Provider Agreement is made and entered into this 22nd day of October 2019, by and between GovConnection, Inc., a Maryland corporation ("CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY"). WHEREAS, COUNTY and Microsoft Corporation ("Microsoft") have entered into that certain Microsoft Enterprise Agreement (Master Agreement No. 8084445; the "Master Agreement"), effective August 23, 2019, under which COUNTY has the ability to enter into one or more enrollments to order certain Microsoft product licenses;

WHEREAS, CONTRACTOR desires to provide support to COUNTY and its Enrolled Affiliates (as defined in the Master Agreement) for said licenses under this Agreement and hereby represents that it has the skills, experience, and knowledge necessary to perform under this Agreement; and

WHEREAS, COUNTY desires to accept CONTRACTOR's services under this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. This Agreement covers all enrollments for all products licensed under the Master Agreement. All terms and conditions of the Master Agreement, attached as Exhibit E of this Agreement and incorporated by reference, shall apply to the purchase of related products and services.

2. This Agreement is available for use by all government entities within the State of California (an "Enrolled Affiliate") for the duration of the Term (defined below in section 4). Enrollment documents will contain the terms and conditions specific to each entity.

3. CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this agreement to each and every government entity in the State of California. Terms and conditions are governed by this Agreement, the Master Agreement, and the applicable enrollment documents for each entity. Entities shall make purchases in their own name, make direct payment to CONTRACTOR, and be liable directly to CONTRACTOR for all obligations.

   3.1 COUNTY shall in no way be responsible to CONTRACTOR for Enrolled Affiliates' purchases and obligations. COUNTY shall in no way be responsible to other entities for their purchases or any acts or omissions of CONTRACTOR, including but not limited to product selection or implementation, services or other related matters.

   3.2 CONTRACTOR shall notify Enrolled Affiliate in writing of the terms and conditions stated in Section 11.

4. This Agreement shall be effective from November 1, 2019 through October 31, 2021, unless terminated earlier (the "Term").

5. Hold Harmless/Indemnification:

   5.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services, or acts or omissions, of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating

OCT 22 2019 3.14 395

to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

5.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent

of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

5.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

6. Contractor Responsibilities: CONTRACTOR will offer the following services to each Enrolled Affiliate at no additional charge. It is the responsibility of the Enrolled Affiliate to determine which products and/or services, if any, meet their needs and communicate that to the CONTRACTOR.

6.1 Provide reports showing year to date annual spend according to Enrolled Affiliate's specifications. Frequency will be determined by each Enrolled Affiliate (monthly, quarterly, etc.).

6.2 Provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment at the time of such amendment.

6.3 Provide an updated price list on an annual basis or when requested by Enrolled Affiliate.

7. CONTRACTOR's Microsoft Enterprise Agreement license subscription price attached hereto as Exhibit A and service rates attached hereto as Exhibit B.

8. CONTRACTOR's Microsoft Enterprise Agreement Participation Form attached hereto as Exhibit C and incorporated herein by reference.

9. Usage Reporting: CONTRACTOR will provide to COUNTY the Licensed Support Provider (LSP) Reporting of Active Enrollments to Master Microsoft Enterprise Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services, showing a list of enrollments by February 15th of each year. Forms shall be submitted electronically to MasterMicrosoftAdmin@rivco.org. A copy of the form is attached hereto as Exhibit D and incorporated herein by reference.

10. Administrative fees: CONTRACTOR will be charged .5% of the annual enrollment amount to leverage the Riverside County Master Microsoft Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services. This will be an annual fee, per enrollment inclusive of Affiliates Shadow Enrollments. Example: A three-year aggregated agreement with a contract amount of $300K, divisible by three years will result in an LSP Participation Fee of $500 annually (100K*.5%). RCIT will invoice the Awarded LSP annually based on the enrollments verified from the

"Reporting of Active Enrollments" list submitted by December 15th of each year. Payment is due to Riverside County Information Technology thirty (30) days from invoice date.

10.1 Riverside County Information Technology (RCIT) will invoice the CONTRACTOR annually based on the enrollments verified. Payment is due to RCIT within thirty (30) days of invoice date. The COUNTY will not accept credit as a form of payment.

10.2 Failure to meet the administrative fee requirements herein and submit fees on a timely basis may constitute grounds for immediate termination of this Agreement.

11. Contract Management: The contacts for this Agreement for COUNTY shall be both RCIT and Purchasing as listed below.

COUNTY Primary Contact:
Jim Smith
3450 14th Street
Riverside, CA 92501

COUNTY Secondary Contact:
Rick Hai
2980 Washington Street
Riverside, CA 92504

CONTRACTOR contact:
Bruce Siders
732 Milford Road
Merrimack, NH 03054

11.1 Should Contract Management contact information change, the CONTRACTOR shall provide written notice with the updated information to the COUNTY no later than 10 business days after the change.

12. Termination:

12.1 COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

12.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

12.3 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

13. Conduct of Contractor:

13.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall

be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

13.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from

individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

13.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

13.4 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

14. Independent Contractor/Employment Eligibility/Non-Discrimination:

14.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

14.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

14.3 CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair

Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Entire Agreement: This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
Kevin Jeffries, Chairman
Board of Supervisors

OCT 2 2 2019

Dated: _____

GovConnection, Inc., a Maryland corporation

By: _____
Robert Marconi
Vice President SLED Sales

Dated: 10/9/2019

ATTEST:
Kecia Harper
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Susanna Oh, Deputy County Counsel

OCT 2 2 2019 3.14

Licensing Solution Provider Agreement Number PSA-0001525

Exhibit A
Microsoft Enterprise license subscription and services

Line	Description	Price Level	Markup %
1	Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups) M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5.	Level D Minus 2%	.20
2	Enterprise Products Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite.	Level D	.20
3	Additional Products M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.	Level D	.20
4	Server and Tools Product (applies to Server and Cloud Enrollments only) SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.	Level D	.20
5	All products for Select Plus Agreement No.7756479.		.70
6	Microsoft Premier Support		.70
7	Microsoft Unified Support Services		.70
8	Microsoft Consulting Services		.70

Licensing Solution Provider Agreement Number PSA-0001525

Exhibit B
License Support Provider (LSP) service rates

Line	Description	Certified Competency (Yes/No)	Hourly Rate
	Data and Artificial Intelligent		
1	Build Intelligent Apps	Yes	$255
2	Build Intelligent Agents	Yes	$255
3	Machine Learning	Yes	$255
4	Internet of Things	Yes	$255
5	Globally distributed data	Yes	$255
6	OSS Databases	Yes	$255
7	Cloud Scale Analytics	Yes	$255
8	Data Platform Modernization to Azure	Yes	$255
9	Windows Server on Azure	Yes	$255
10	Security & Management	Yes	$255
11	Datacenter Migration	Yes	$255
12	Modern Business Intelligence	Yes	$255
	Biz Apps		
1	Customer Service	No	$0
2	Field Service	No	$0
3	Marketing	No	$0
4	Talent	No	$0
5	Finance and Operations	No	$0
6	Business Central	No	$0
7	Power Apps	Yes	$255
8	Power BI	Yes	$255
	Apps and Infrastructure		
1	Azure Stack	No	$0
2	High Performance Compute	Yes	$255
3	Cloud Native Apps using Serverless	Yes	$255
4	Modernize Apps	Yes	$255
5	SAP on Azure	Yes	$255
6	Linux on Azure	Yes	$255
7	Dev Ops	Yes	$255
8	Business Continuity & Disaster Recovery	Yes	$255
9	Windows Server on Azure	Yes	$255
10	Security & Management	Yes	$255
11	Datacenter Migration	Yes	$255

Exhibit B (cont.)
License Support Provider (LSP) service rates

Line	Description	Certified Competency (Yes/No)	Hourly Rate
	Modern Workplace		
1	User Adoption & Change Management	Yes	$255
2	Security	Yes	$255
3	GDPR & Compliance	No	$0
4	Teamwork	Yes	$255
5	Calling & Meetings	Yes	$255
6	Modern Desktop	Yes	$255
7	Office 365 Migration Assistance	Yes	$255
7a	Mail	Yes	$255
7b	Teams	Yes	$255
7c	SharePoint	Yes	$255
7d	OneDrive	Yes	$255

Exhibit C
Microsoft LSP Participation Form

DAVE ROGERS
Assistant Chief Executive Officer
Chief Information Officer

JIM SMITH
ChiefTechnology Officer

JENNIFER HILBER, ACIO
Enterprise Applications Bureau

GUSTAVO VAZQUEZ, ACIO
Converged Communications Bureau
Public Safety Enterprise Communications

GIL MEJIA, ACIO
Technology Services Bureau

Microsoft LSP Participation Form

(RFQ #RIVC0-2020-RFQ-0000048 Attachment 3)

Complete this form and return to:	Payment should be made to:
Attention: Rick Hai E-mail: RHai@rivco.org	Riverside County Information Technology 3450 14th Street, Fourth Floor Riverside, CA 92501 County of Riverside TIN#: 95-6000930

Company Name: GovConnection. Inc. d/b/a Connection Public Sector Solutions

Name: Robert Marconi Title: Vice President SLED Sales

Address: 732 Milford Road

City: Merrimack Zip Code: 03054 Telephone#: 800-800-0019 ext. 33331

Fax#: 603-683-0223 Email: bob marconi@connection.com

The County of Riverside is the host of the Microsoft Master Agreement No. 8084445. All questions regarding the products and licensing should be directed to Microsoft.

By signing below, I am agreeing to pay the participation fees for each enrollment that is established by leveraging the County of Riverside Master Agreement in accordance to the schedule referenced on RFQ #RIVC0-2020-RFQ-0000048 and any subsequent contracts and / or amendments.

By signing below, I also agree that all enrollments will be submitted to Microsoft direct, to report enrollment activity and comply to the payment schedule per RFQ #RIVC0-2020-RFQ-0000048 to Riverside County Information Technology.

Please reference the remittance information above for where to send the payment. Failure to comply may **result in the award being rescinded.**

Signature

9/18/2019
Date

Robert Marconi

Vice President SLED Sales

Licensing Solution Provider Agreement Number PSA-0001525

Exhibit D
Microsoft LSP Reporting of Active Enrollments Form

LSP Name	*Company name*
RIVCO Contract ID	*RIVCO-20800-00x-xx/xx*
Microsoft Agreement Numbers	**01E69633, 01E73134, AND NEW**

Master Enrollment	Enrollment Number:	Enrollment Entity:	Start Date:	End Date:	Annual Spend	Enrollment Contact:	Enrollment Contact Email:	Enrollment Contact Tel:
8084445	*87654321*	*Riverside County Information Technology*	*1/01/12*	*12/31/16*	*$645,000.00*	*John Doe*	*John.Doe@riverside.org*	*951-555-1212*
							-	
							-	
							-	

Exhibit E
Master Agreement

Attached include the followings:

1) Signature Form
2) Microsoft Enterprise Agreement
3) Microsoft Enterprise Agreement Amendment

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **5-000004275258**

Doc Type: **Amendments**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Account Manager Name / Alias:

Country: **United States**

LAR/LAD/ESA:

Insight Direct USA, Inc.

Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

3

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

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Microsoft Volume Licensing

Amendment to Contract Documents

Agreement Number: 8084445

004-kayleed-S-04

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

Enterprise Agreement Custom Terms CTM

1. Section 6a, "Term", is hereby amended and restated as follows:

   a. **Term.** The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

2. The pricing that Microsoft will offer Enrolled Affiliate's Reseller for Enrollments effective between November 1, 2019 through October 31, 2021, and that will apply for the entire initial term of such Enrollments, is as follows:

Product	Price Level	Examples include but are not limited to the following*:
Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups)	Level D minus 2%	M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5
Enterprise Products	Level D	Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite
Additional Products	Level D	M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.
Server and Tools Product (applies to Server and Cloud Enrollments only)	Level D	SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.

*The examples include online services that are available in either the commercial or government cloud offerings.

**Qualifying Enterprise Online Services are identified in the Product Terms with the cell value of "EO" in the tables for "Program Availability". The scope of Enterprise Online Services is subject to change as Enterprise Online Services are added, updated/revised or removed from the Enterprise program offering.

Exclusions apply to the additional 2% discount on Enterprise Online Services as follows:

- The price list month that applies to an order is not a factor in determining whether the additional 2% discount on Enterprise Online Services may be applied to an order. The only applicable factor is the effective date of the Enrollment.
- The discount does not apply to any extensions of the initial Term or renewal Enrollments.
- The discount does not apply to any promotional SKUs. Enrolled Affiliate is entitled to the lower of the promotional price or discounted price.

The price level that applies to Enrollments effective on or after November 1, 2021 is Level D for all Products.

The Reseller and the Enrolled Affiliate will determine the Enrolled Affiliate's actual price and payment terms.

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

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

Microsoft Internal Use Only:

Riverside County EA Amend 8.7.docx	CTM	CTM-CPT-OPT-FWK	BD

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **5-0000004275258**

Doc Type: [redacted] **Agreement**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Country: **United States**

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.

Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

15

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

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Microsoft Volume Licensing

Enterprise Agreement State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at http://www.microsoft.com/licensing/contracts and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Affiliate" means

a. with regard to Customer,

(i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;

(ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and

(iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and

b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

"Use Rights" means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

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

2. *How the Enterprise program works.*

a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.

b. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. *Licenses for Products.*

a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.

b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.

c. **Applicable Use Rights.**

(i) **Products (other than Online Services).** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.

(ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.

d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.

e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.

(i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.

(ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.

f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. *Making copies of Products and re-imaging rights.*

a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.

b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.

c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

(i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.

(ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.

(iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.

(iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. *Transferring and reassigning Licenses.*

a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:

(i) an Affiliate, or

(ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an

operating division of Enrolled Affiliate or an Affiliate. (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from http://www.microsoft.com/licensing/contracts and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (includingthe applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.

c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. *Term and termination.*

a. **Term.** The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.

c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

(i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or

(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and

2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.

2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affilaite a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. **Effect of termination or expiration.** When an Enrollment expires or is terminated,

(i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.

(ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.

g. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

h. **Program updates.** Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

7. *Use, ownership, rights, and restrictions.*

a. **Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.

b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.

c. **Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.

d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) () separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.

e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. *Confidentiality.*

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. *Privacy and compliance with laws.*

a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.

b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection

law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. Warranties.

a. **Limited warranties and remedies.**

(i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.

(ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.

c. **Disclaimer. Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.**

11. Defense of third party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.

b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or

non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

12. *Limitation of liability.*

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate was required to pay for the applicable Products during the term of this Agreement, subject to the following:

a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.

b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.

d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. *Verifying compliance.*

a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.

b. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

c. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.

14. *Miscellaneous.*

a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.

b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.

c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.

d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.

e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.

f. **Assignment.** Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.

g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.

h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.

i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.

k. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.

l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: https://www.microsoft.com/licensing/servicecenter. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.

m. **Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.

o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at http://www.microsoft.com/enable.

p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on http://www.microsoft.com at such time.

q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

Microsoft Volume Licensing

Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

This form applies to:
- ☐ MBSA
- ☒ Agreement
- ☐ Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at https://licensing.microsoft.com.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861

Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

3. *Subscriptions manager.*

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

4. *Online services manager.*

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Luis **Last** Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-8114 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

5. *Customer Support Manager (CSM).*

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity* County of Riverside
Contact name*: First Luis **Last** Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-8114 **Fax**

6. *Primary contact information.*

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity* County of Riverside

Contact name*: First Jim **Last** Smith
Contact email address* jimsmith@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** CA **Postal code*** 92501-3861
Country* US
Phone* 951-231-5909 **Fax**

7. Notices contact and online administrator information.

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

☒ *Same as primary contact*
Name of entity*
Contact name*: First **Last**
Contact email address*
Street address*
City* **State/Province*** **Postal code***
Country*
Phone* **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **5-0000004275258**

Doc Type: **Signature Form**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Account Manager Name / Alias:

Country: **United States**

LAR/LAD/ESA:

Insight Direct USA, Inc.

Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

3

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

8/23/2019 9:42:56 PM

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	8084445

004-kayleed-S-04

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

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

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

Contract Document	Number or Code
Enterprise Agreement	X20-10209
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement> <Choose Enrollment/Registration>	Document Number or Code Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment to Contract Documents	CTM-CPT-OPT-FWK (new)

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

Customer	
Name of Entity (must be legal entity name)*	County of Riverside
Signature*	
Printed First and Last Name*	Richard R. Hai
Printed Title	Sr. Procurement Contract Specialist
Signature Date*	08/22/2019
Tax ID	

** indicates required field*

FORM APPROVED COUNTY COUNSEL
BY: SUSANNA N. OH DATE 8/22/19

Microsoft Affiliate	
Microsoft Corporation	
Signature	
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	8/23/2019

Microsoft
Microsoft Corporation
AUG 23 2019
Chance Krail
Duly Authorized on behalf of
Microsoft Corporation

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

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

* *indicates required field*

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

* *indicates required field*

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

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

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Licensing Solution Provider Agreement Number PSA-0001526

This Licensing Solution Provider Agreement is made and entered into this 22nd day of October 2019, by and between Insight Public Sector Inc., an Illinois corporation ("CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY").

WHEREAS, COUNTY and Microsoft Corporation ("Microsoft") have entered into that certain Microsoft Enterprise Agreement (Master Agreement No. 8084445; the "Master Agreement"), effective August 23, 2019, under which COUNTY has the ability to enter into one or more enrollments to order certain Microsoft product licenses;

WHEREAS, CONTRACTOR desires to provide support to COUNTY and its Enrolled Affiliates (as defined in the Master Agreement) for said licenses under this Agreement and hereby represents that it has the skills, experience, and knowledge necessary to perform under this Agreement; and

WHEREAS, COUNTY desires to accept CONTRACTOR's services under this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. This Agreement covers all enrollments for all products licensed under the Master Agreement. All terms and conditions of the Master Agreement, attached as Exhibit E of this Agreement and incorporated by reference, shall apply to the purchase of related products and services.

2. This Agreement is available for use by all government entities within the State of California (an "Enrolled Affiliate") for the duration of the Term (defined below in section 4). Enrollment documents will contain the terms and conditions specific to each entity.

3. CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this agreement to each and every government entity in the State of California. Terms and conditions are governed by this Agreement, the Master Agreement, and the applicable enrollment documents for each entity. Entities shall make purchases in their own name, make direct payment to CONTRACTOR, and be liable directly to CONTRACTOR for all obligations.

   3.1 COUNTY shall in no way be responsible to CONTRACTOR for Enrolled Affiliates' purchases and obligations. COUNTY shall in no way be responsible to other entities for their purchases or any acts or omissions of CONTRACTOR, including but not limited to product selection or implementation, services or other related matters.

   3.2 CONTRACTOR shall notify Enrolled Affiliate in writing of the terms and conditions stated in Section 11.

4. This Agreement shall be effective from November 1, 2019 through October 31, 2021, unless terminated earlier (the "Term").

5. Hold Harmless/Indemnification:

   5.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services, or acts or omissions, of CONTRACTOR, its

officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

5.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

5.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

6. Contractor Responsibilities: CONTRACTOR will offer the following services to each Enrolled Affiliate at no additional charge. It is the responsibility of the Enrolled Affiliate to determine which products and/or services, if any, meet their needs and communicate that to the CONTRACTOR.

6.1 Provide reports showing year to date annual spend according to Enrolled Affiliate's specifications. Frequency will be determined by each Enrolled Affiliate (monthly, quarterly, etc.).

6.2 Provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment at the time of such amendment.

6.3 Provide an updated price list on an annual basis or when requested by Enrolled Affiliate.

7. CONTRACTOR's Microsoft Enterprise Agreement license subscription price attached hereto as Exhibit A and service rates attached hereto as Exhibit B.

8. CONTRACTOR's Microsoft Enterprise Agreement Participation Form attached hereto as Exhibit C and incorporated herein by reference.

9. Usage Reporting: CONTRACTOR will provide to COUNTY the Licensed Support Provider (LSP) Reporting of Active Enrollments to Master Microsoft Enterprise Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services, showing a list of enrollments by February 15th of each year. Forms shall be submitted electronically to MasterMicrosoftAdmin@rivco.org. A copy of the form is attached hereto as Exhibit D and incorporated herein by reference.

10. Administrative fees: CONTRACTOR will be charged .5% of the annual enrollment amount to leverage the Riverside County Master Microsoft Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services. This will be an annual fee, per enrollment inclusive of Affiliates Shadow Enrollments. Example: A three-year aggregated agreement with a contract amount of $300K, divisible by three years will result in an LSP Participation Fee of $500 annually (100K*.5%). RCIT will invoice the Awarded LSP annually based on the enrollments verified from the

"Reporting of Active Enrollments" list submitted by December 15th of each year. Payment is due to Riverside County Information Technology thirty (30) days from invoice date.

10.1 Riverside County Information Technology (RCIT) will invoice the CONTRACTOR annually based on the enrollments verified. Payment is due to RCIT within thirty (30) days of invoice date. The COUNTY will not accept credit as a form of payment.

10.2 Failure to meet the administrative fee requirements herein and submit fees on a timely basis may constitute grounds for immediate termination of this Agreement.

11. Contract Management: The contacts for this Agreement for COUNTY shall be both RCIT and Purchasing as listed below.

COUNTY Primary Contact:
Jim Smith
3450 14th Street
Riverside, CA 92501

COUNTY Secondary Contact:
Rick Hai
2980 Washington Street
Riverside, CA 92504

CONTRACTOR contact:
Pam Potter, Manager SLED Compliance
6820 S. Harl Avenue
Tempe, AZ 85283

11.1 Should Contract Management contact information change, the CONTRACTOR shall provide written notice with the updated information to the COUNTY no later than 10 business days after the change.

12. Termination:

12.1 COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

12.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

12.3 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

13. Conduct of Contractor:

13.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees

to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

13.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

13.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

13.4 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

14. Independent Contractor/Employment Eligibility/Non-Discrimination:

14.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

14.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

14.3 CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964

(P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Entire Agreement: This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
Kevin Jeffries, Chairman
Board of Supervisors

Dated: OCT 22 2019

Insight Public Sector, Inc., an Illinois Corporation

By: _____
John Carnahan
Sr. Vice President of Business Development

Dated: 10.9.19

ATTEST:
Kecia Harper
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Susanna Oh, Deputy County Counsel

OCT 22 2019 3.14 431

Licensing Solution Provider Agreement Number PSA-0001526

Exhibit A
Microsoft Enterprise license subscription and services

Line	Description	Price Level	Markup %
1	Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups) M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5.	Level D Minus 2%	.75
2	Enterprise Products Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite.	Level D	.75
3	Additional Products M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.	Level D	.75
4	Server and Tools Product (applies to Server and Cloud Enrollments only) SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.	Level D	.75
5	All products for Select Plus Agreement No.7756479.		1.00
6	Microsoft Premier Support		1.00
7	Microsoft Unified Support Services		1.00
8	Microsoft Consulting Services		1.00

Licensing Solution Provider Agreement Number PSA-0001526

Exhibit B
License Support Provider (LSP) service rates

Line	Description	Certified Competency (Yes/No)	Hourly Rate
	Data and Artificial Intelligent		
1	Build Intelligent Apps	Yes	$275
2	Build Intelligent Agents	Yes	$275
3	Machine Learning	Yes	$275
4	Internet of Things	Yes	$275
5	Globally distributed data	Yes	$275
6	OSS Databases	Yes	$275
7	Cloud Scale Analytics	Yes	$275
8	Data Platform Modernization to Azure	Yes	$275
9	Windows Server on Azure	Yes	$225
10	Security & Management	Yes	$225
11	Datacenter Migration	Yes	$225
12	Modern Business Intelligence	Yes	$285
	Biz Apps		
1	Customer Service	Yes	$265
2	Field Service	Yes	$265
3	Marketing	Yes	$265
4	Talent	Yes	$265
5	Finance and Operations	Yes	$265
6	Business Central	Yes	$265
7	Power Apps	Yes	$265
8	Power BI	Yes	$265
	Apps and Infrastructure		
1	Azure Stack	Yes	$235
2	High Performance Compute	Yes	$235
3	Cloud Native Apps using Serverless	Yes	$235
4	Modernize Apps	Yes	$235
5	SAP on Azure	Yes	$235
6	Linux on Azure	Yes	$235
7	Dev Ops	Yes	$235
8	Business Continuity & Disaster Recovery	Yes	$235
9	Windows Server on Azure	Yes	$235
10	Security & Management	Yes	$235
11	Datacenter Migration	Yes	$225

Exhibit B (cont.)
License Support Provider (LSP) service rates

Line	Description	Certified Competency (Yes/No)	Hourly Rate
	Modern Workplace		
1	User Adoption & Change Management	Yes	$210
2	Security	Yes	$222
3	GDPR & Compliance	Yes	$222
4	Teamwork	Yes	$215
5	Calling & Meetings	Yes	$222
6	Modern Desktop	Yes	$215
7	Office 365 Migration Assistance	Yes	$215
7a	Mail	Yes	$215
7b	Teams	Yes	$215
7c	SharePoint	Yes	$215
7d	OneDrive	Yes	$215

Exhibit C
Microsoft LSP Participation Form

DAVE ROGERS
Assistant Chief Executive Officer
Chief Information Officer

JIM SMITH
Chief Technology Officer

RCIT

JENNIFER HILBER, ACIO
Enterprise Applications Bureau

GUSTAVO VAZQUEZ, ACIO
Converged Communications Bureau
Public Safety Enterprise Communications

GIL MEJIA, ACIO
Technology Services Bureau

Microsoft LSP Participation Form

(RFQ #RIVCO-2020-RFQ-0000048 Attachment 3)

Complete this form and return to:	Payment should be made to:
Attention: Rick Hai E-mail: RHai@rivco.org	Riverside County Information Technology 3450 14th Street, Fourth Floor Riverside, CA 92501 County of Riverside TIN #: 95-6000930

Company Name: Insight Public Sector, Inc.

Name: Steve Dodenhoff Title: President, Insight North America

Address: 6820 S. Harl Avenue

City: Tempe Zip Code: 85283 Telephone #: 480.333.3020

Fax #: 480.760.7002 Email: Steve.Dodenhoff@insight.com

The County of Riverside is the host of the Microsoft Master Agreement No. 8084445. All questions regarding the products and licensing should be directed to Microsoft.

By signing below, I am agreeing to pay the participation fees for each enrollment that is established by leveraging the County of Riverside Master Agreement in accordance to the schedule referenced on RFQ #RIVCO-2020-RFQ-0000048 and any subsequent contracts and / or amendments.

By signing below, I also agree that all enrollments will be submitted to Microsoft direct, to report enrollment activity and comply to the payment schedule per RFQ #RIVCO-2020-RFQ-0000048 to Riverside County Information Technology.

Please reference the remittance information above for where to send the payment. Failure to comply may result in the award being rescinded.

Signature — September 12, 2019 (Date)

Steve Dodenhoff (Printed Name) — President, Insight North America (Title)

Licensing Solution Provider Agreement Number PSA-0001526

Exhibit D
Microsoft LSP Reporting of Active Enrollments Form

LSP Name	*Company name*
RIVCO Contract ID	*RIVCO-20800-00x-xx/xx*
Microsoft Agreement Numbers	**01E69633, 01E73134, AND NEW**

Master Enrollment	Enrollment Number:	Enrollment Entity:	Start Date:	End Date:	Annual Spend	Enrollment Contact:	Enrollment Contact Email:	Enrollment Contact Tel:
8084445	*87654321*	*Riverside County Information Technology*	*1/01/12*	*12/31/16*	*$645,000.00*	*John Doe*	John.Doe@riverside.org	*951-555-1212*
							-	
							-	
							-	

Exhibit E
Master Agreement

Attached include the followings:

1) Signature Form
2) Microsoft Enterprise Agreement
3) Microsoft Enterprise Agreement Amendment

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **5-0000004275258**

Doc Type: **Signature Form**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Country: **United States**

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.

Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

3

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

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Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	8084445

004-kayleed-S-04

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

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

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

Contract Document	Number or Code
Enterprise Agreement	X20-10209
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement> <Choose Enrollment/Registration>	Document Number or Code Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment to Contract Documents	CTM-CPT-OPT-FWK (new)

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

Customer	
Name of Entity (must be legal entity name)*	County of Riverside
Signature*	
Printed First and Last Name*	Richard R. Hai
Printed Title	Sr. Procurement Contract Specialist
Signature Date*	08/22/2019
Tax ID	

* *indicates required field*

FORM APPROVED COUNTY COUNSEL
BY: SUSANNA N. OH DATE 8/22/19

[redacted] Microsoft Affiliate	
Microsoft Corporation	
Signature	
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	8/23/2019

Microsoft
Microsoft Corporation
AUG 23 2019
Chance Krail
Duly Authorized on behalf of
Microsoft Corporation

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

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

** indicates required field*

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

** indicates required field*

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

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

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **5-000004275258**

Doc Type: [redacted] **Agreement**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Country: **United States**

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.

Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

15

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

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Microsoft Volume Licensing

Enterprise Agreement

State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at http://www.microsoft.com/licensing/contracts and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Affiliate" means

a. with regard to Customer,

(i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;

(ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and

(iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and

b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

"Use Rights" means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

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

2. *How the Enterprise program works.*

a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.

b. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. *Licenses for Products.*

a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.

b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.

c. **Applicable Use Rights.**

(i) **Products (other than Online Services).** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.

(ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.

d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.

e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.

(i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.

(ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.

f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. *Making copies of Products and re-imaging rights.*

a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.

b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.

c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

(i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.

(ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.

(iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.

(iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. *Transferring and reassigning Licenses.*

a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:

(i) an Affiliate, or

(ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an

operating division of Enrolled Affiliate or an Affiliate. (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from http://www.microsoft.com/licensing/contracts and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (includingthe applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.

c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. *Term and termination.*

a. **Term.** The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.

c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

(i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or

(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and

2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.

2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affilaite a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. **Effect of termination or expiration.** When an Enrollment expires or is terminated,

(i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.

(ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.

g. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

h. **Program updates.** Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

7. *Use, ownership, rights, and restrictions.*

a. **Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.

b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.

c. **Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.

d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) () separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.

e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. *Confidentiality.*

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. *Privacy and compliance with laws.*

a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.

b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection

law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. *Warranties.*

a. **Limited warranties and remedies.**

(i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.

(ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.

c. **Disclaimer. Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.**

11. *Defense of third party claims.*

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.

b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or

non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

12. *Limitation of liability.*

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate was required to pay for the applicable Products during the term of this Agreement, subject to the following:

a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.

b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.

d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. *Verifying compliance.*

a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.

b. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

c. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.

14. *Miscellaneous.*

a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.

b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.

c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.

d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.

e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.

f. **Assignment.** Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.

g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.

h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.

i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.

k. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.

l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: https://www.microsoft.com/licensing/servicecenter. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.

m. **Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.

o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at http://www.microsoft.com/enable.

p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on http://www.microsoft.com at such time.

q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

Microsoft Volume Licensing

Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

This form applies to:
- ☐ MBSA
- ☒ Agreement
- ☐ Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at https://licensing.microsoft.com.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861

Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

3. *Subscriptions manager.*

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

4. *Online services manager.*

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Luis **Last** Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-8114 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

5. *Customer Support Manager (CSM).*

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity* County of Riverside
Contact name*: First Luis **Last** Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-8114 **Fax**

6. *Primary contact information.*

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity* County of Riverside

Contact name*: **First** Jim **Last** Smith
Contact email address* jimsmith@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** CA **Postal code*** 92501-3861
Country* US
Phone* 951-231-5909 **Fax**

7. *Notices contact and online administrator information.*

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

☒ *Same as primary contact*
Name of entity*
Contact name*: **First** **Last**
Contact email address*
Street address*
City* **State/Province*** **Postal code***
Country*
Phone* **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **5-0000004275258**

Doc Type: **Amendments**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Country: **United States**

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.

Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

3

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

8/23/2019 9:42:40 PM

Microsoft Volume Licensing

Amendment to Contract Documents

Agreement Number 8084445

004-kayleed-S-04

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

Enterprise Agreement Custom Terms CTM

1. Section 6a, "Term", is hereby amended and restated as follows:
   a. **Term.** The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

2. The pricing that Microsoft will offer Enrolled Affiliate's Reseller for Enrollments effective between November 1, 2019 through October 31, 2021, and that will apply for the entire initial term of such Enrollments, is as follows:

Product	Price Level	Examples Include but are not limited to the following*:
Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups)	Level D minus 2%	M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5
Enterprise Products	Level D	Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite
Additional Products	Level D	M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.
Server and Tools Product (applies to Server and Cloud Enrollments only)	Level D	SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.

*The examples include online services that are available in either the commercial or government cloud offerings.

**Qualifying Enterprise Online Services are identified in the Product Terms with the cell value of "EO" in the tables for "Program Availability". The scope of Enterprise Online Services is subject to change as Enterprise Online Services are added, updated/revised or removed from the Enterprise program offering

Exclusions apply to the additional 2% discount on Enterprise Online Services as follows:

- The price list month that applies to an order is not a factor in determining whether the additional 2% discount on Enterprise Online Services may be applied to an order. The only applicable factor is the effective date of the Enrollment.
- The discount does not apply to any extensions of the initial Term or renewal Enrollments.
- The discount does not apply to any promotional SKUs. Enrolled Affiliate is entitled to the lower of the promotional price or discounted price.

The price level that applies to Enrollments effective on or after November 1, 2021 is Level D for all Products.

The Reseller and the Enrolled Affiliate will determine the Enrolled Affiliate's actual price and payment terms.

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

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

Microsoft Internal Use Only:

Riverside County EA Amend 8.7.docx	CTM	CTM-CPT-OPT-FWK	BD

Licensing Solution Provider Agreement Number PSA-0001527

This Licensing Solution Provider Agreement is made and entered into this 22nd day of October 2019, by and between PCMG, Inc., a Delaware corporation ("CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY").

WHEREAS, COUNTY and Microsoft Corporation ("Microsoft") have entered into that certain Microsoft Enterprise Agreement (Master Agreement No. 8084445; the "Master Agreement"), effective August 23, 2019, under which COUNTY has the ability to enter into one or more enrollments to order certain Microsoft product licenses;

WHEREAS, CONTRACTOR desires to provide support to COUNTY and its Enrolled Affiliates (as defined in the Master Agreement) for said licenses under this Agreement and hereby represents that it has the skills, experience, and knowledge necessary to perform under this Agreement; and

WHEREAS, COUNTY desires to accept CONTRACTOR's services under this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. This Agreement covers all enrollments for all products licensed under the Master Agreement. All terms and conditions of the Master Agreement, attached as Exhibit E of this Agreement and incorporated by reference, shall apply to the purchase of related products and services.

2. This Agreement is available for use by all government entities within the State of California (an "Enrolled Affiliate") for the duration of the Term (defined below in section 4). Enrollment documents will contain the terms and conditions specific to each entity.

3. CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this agreement to each and every government entity in the State of California. Terms and conditions are governed by this Agreement, the Master Agreement, and the applicable enrollment documents for each entity. Entities shall make purchases in their own name, make direct payment to CONTRACTOR, and be liable directly to CONTRACTOR for all obligations.

   3.1 COUNTY shall in no way be responsible to CONTRACTOR for Enrolled Affiliates' purchases and obligations. COUNTY shall in no way be responsible to other entities for their purchases or any acts or omissions of CONTRACTOR, including but not limited to product selection or implementation, services or other related matters.

   3.2 CONTRACTOR shall notify Enrolled Affiliate in writing of the terms and conditions stated in Section 11.

4. This Agreement shall be effective from November 1, 2019 through October 31, 2021, unless terminated earlier (the "Term").

5. Hold Harmless/Indemnification:

   5.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services, or acts or omissions, of CONTRACTOR, its

officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

5.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

5.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

6. Contractor Responsibilities: CONTRACTOR will offer the following services to each Enrolled Affiliate at no additional charge. It is the responsibility of the Enrolled Affiliate to determine which products and/or services, if any, meet their needs and communicate that to the CONTRACTOR.

6.1 Provide reports showing year to date annual spend according to Enrolled Affiliate's specifications. Frequency will be determined by each Enrolled Affiliate (monthly, quarterly, etc.).

6.2 Provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment at the time of such amendment.

6.3 Provide an updated price list on an annual basis or when requested by Enrolled Affiliate.

7. CONTRACTOR's Microsoft Enterprise Agreement license subscription price attached hereto as Exhibit A and service rates attached hereto as Exhibit B.

8. CONTRACTOR's Microsoft Enterprise Agreement Participation Form attached hereto as Exhibit C and incorporated herein by reference.

9. Usage Reporting: CONTRACTOR will provide to COUNTY the Licensed Support Provider (LSP) Reporting of Active Enrollments to Master Microsoft Enterprise Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services, showing a list of enrollments by February 15th of each year. Forms shall be submitted electronically to MasterMicrosoftAdmin@rivco.org. A copy of the form is attached hereto as Exhibit D and incorporated herein by reference.

10. Administrative fees: CONTRACTOR will be charged .5% of the annual enrollment amount to leverage the Riverside County Master Microsoft Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services. This will be an annual fee, per enrollment inclusive of Affiliates Shadow Enrollments. Example: A three-year aggregated agreement with a contract amount of $300K, divisible by three years will result in an LSP Participation Fee of $500 annually (100K*.5%). RCIT will invoice the Awarded LSP annually based on the enrollments verified from the

"Reporting of Active Enrollments" list submitted by December 15th of each year. Payment is due to Riverside County Information Technology thirty (30) days from invoice date.

10.1 Riverside County Information Technology (RCIT) will invoice the CONTRACTOR annually based on the enrollments verified. Payment is due to RCIT within thirty (30) days of invoice date. The COUNTY will not accept credit as a form of payment.

10.2 Failure to meet the administrative fee requirements herein and submit fees on a timely basis may constitute grounds for immediate termination of this Agreement.

11. Contract Management: The contacts for this Agreement for COUNTY shall be both RCIT and Purchasing as listed below.

COUNTY Primary Contact:
Jim Smith
3450 14th Street
Riverside, CA 92501

COUNTY Secondary Contact:
Rick Hai
2980 Washington Street
Riverside, CA 92504

CONTRACTOR contact:
Sharon O. Ennis
13755 Sunrise Valley Dr., Ste 750
Herndon, VA 20171-4608

11.1 Should Contract Management contact information change, the CONTRACTOR shall provide written notice with the updated information to the COUNTY no later than 10 business days after the change.

12. Termination:

12.1 COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

12.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

12.3 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

13. Conduct of Contractor:

13.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees

to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

13.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

13.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

13.4 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

14. Independent Contractor/Employment Eligibility/Non-Discrimination:

14.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

14.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

14.3 CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964

(P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Entire Agreement: This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
Kevin Jeffries, Chairman
Board of Supervisors

Dated: OCT 22 2019

PCMG, Inc., a Delaware Corporation

By: _____
Sharon O. Ennis, Senior Vice President

Dated: October 9, 2019

ATTEST:
Kecia Harper
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Susanna Oh, Deputy County Counsel

Licensing Solution Provider Agreement Number PSA-0001527

Exhibit A
Microsoft Enterprise license subscription and services

Line	Description	Price Level	Markup %
1	Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups) M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5.	Level D Minus 2%	2.00
2	Enterprise Products Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite.	Level D	2.00
3	Additional Products M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.	Level D	2.00
4	Server and Tools Product (applies to Server and Cloud Enrollments only) SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.	Level D	2.00
5	All products for Select Plus Agreement No.7756479.		2.00
6	Microsoft Premier Support		2.00
7	Microsoft Unified Support Services		2.00
8	Microsoft Consulting Services		2.00

Licensing Solution Provider Agreement Number PSA-0001527

Exhibit B
License Support Provider (LSP) service rates

Line	Description	Certified Competency (Yes/No)	Hourly Rate
	Data and Artificial Intelligent		
1	Build Intelligent Apps	No	$185
2	Build Intelligent Agents	No	$200
3	Machine Learning	No	$200
4	Internet of Things	No	$185
5	Globally distributed data	No	$190
6	OSS Databases	No	$190
7	Cloud Scale Analytics	Yes	$190
8	Data Platform Modernization to Azure	Yes	$190
9	Windows Server on Azure	Yes	$190
10	Security & Management	Yes	$195
11	Datacenter Migration	Yes	$190
12	Modern Business Intelligence	Yes	$200
	Biz Apps		
1	Customer Service	No	$175
2	Field Service	No	$175
3	Marketing	No	$175
4	Talent	No	$180
5	Finance and Operations	No	$185
6	Business Central	No	$185
7	Power Apps	No	$190
8	Power BI	Yes	$190
	Apps and Infrastructure		
1	Azure Stack	No	$200
2	High Performance Compute	Yes	$190
3	Cloud Native Apps using Serverless	Yes	$190
4	Modernize Apps	Yes	$195
5	SAP on Azure	No	$185
6	Linux on Azure	No	$185
7	Dev Ops	No	$190
8	Business Continuity & Disaster Recovery	Yes	$190
9	Windows Server on Azure	Yes	$190
10	Security & Management	Yes	$195
11	Datacenter Migration	Yes	$190

Exhibit B (cont.)
License Support Provider (LSP) service rates

Line	Description	Certified Competency (Yes/No)	Hourly Rate
	Modern Workplace		
1	User Adoption & Change Management	Yes	$175
2	Security	Yes	$195
3	GDPR & Compliance	Yes	$190
4	Teamwork	Yes	$195
5	Calling & Meetings	Yes	$195
6	Modern Desktop	Yes	$185
7	Office 365 Migration Assistance	Yes	$180
7a	Mail	Yes	$180
7b	Teams	Yes	$195
7c	SharePoint	No	$200
7d	OneDrive	No	$195

Exhibit C
Microsoft LSP Participation Form

DAVE ROGERS
Assistant Chief Executive Officer
Chief Information Officer

JIM SMITH
Chief Technology Officer

RCIT

JENNIFER HILBER, ACIO
Enterprise Applications Bureau

GUSTAVO VAZQUEZ, ACIO
Converged Communications Bureau
Public Safety Enterprise Communications

GIL MEJIA, ACIO
Technology Services Bureau

Microsoft LSP Participation Form

(RFQ #RIVCO-2020-RFQ-0000048 Attachment 3)

Complete this form and return to:	**Payment should be made to:**
Attention: Rick Hai E-mail: RHai@rivco.org	Riverside County Information Technology 3450 14th Street, Fourth Floor Riverside, CA 92501 County of Riverside TIN #: 95-6000930

Company Name: PCMG, Inc.

Name: Sharon O. Ennis Title: Senior Vice President

Address: 13755 Sunrise Valley Drive, Suite 750

City: Herndon Zip Code:20171 Telephone #: 800-625-5468

Fax #:703-378-4464 Email: contract@pcmg.com

The County of Riverside is the host of the Microsoft Master Agreement No. 8084445. All questions regarding the products and licensing should be directed to Microsoft.

By signing below, I am agreeing to pay the participation fees for each enrollment that is established by leveraging the County of Riverside Master Agreement in accordance to the schedule referenced on RFQ #RIVCO-2020-RFQ-0000048 and any subsequent contracts and / or amendments.

By signing below, I also agree that all enrollments will be submitted to Microsoft direct, to report enrollment activity and comply to the payment schedule per RFQ #RIVCO-2020-RFQ-0000048 to Riverside County Information Technology.

Please reference the remittance information above for where to send the payment. Failure to comply may result in the award being rescinded.

Signature — 09/17/2019 (Date)

Sharon O. Ennis (Printed Name) — Senior Vice President (Title)

Licensing Solution Provider Agreement Number PSA-0001527

Exhibit D
Microsoft LSP Reporting of Active Enrollments Form

LSP Name	*Company name*
RIVCO Contract ID	*RIVCO-20800-00x-xx/xx*
Microsoft Agreement Numbers	**01E69633, 01E73134, AND NEW**

Master Enrollment	Enrollment Number:	Enrollment Entity:	Start Date:	End Date:	Annual Spend	Enrollment Contact:	Enrollment Contact Email:	Enrollment Contact Tel:
8084445	*87654321*	*Riverside County Information Technology*	*1/01/12*	*12/31/16*	*645,000.00*	*John Doe*	*John.Doe@riverside.org*	*951-555-1212*

Exhibit E
Master Agreement

Attached include the followings:

1) Signature Form
2) Microsoft Enterprise Agreement
3) Microsoft Enterprise Agreement Amendment

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **5-000004275258**

Doc Type: **Signature Form**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Country: **United States**

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.

Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

3

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

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Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	8084445

004-kayleed-S-04

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

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

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

Contract Document	Number or Code
Enterprise Agreement	X20-10209
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement> <Choose Enrollment/Registration>	Document Number or Code Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment to Contract Documents	CTM-CPT-OPT-FWK (new)

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

Customer	
Name of Entity (must be legal entity name)*	County of Riverside
Signature*	
Printed First and Last Name*	Richard R. Hai
Printed Title	Sr. Procurement Contract Specialist
Signature Date*	08/22/2019
Tax ID	

* *indicates required field*

FORM APPROVED COUNTY COUNSEL
BY: SUSANNA N. OH DATE 8/22/19

Microsoft Affiliate	
Microsoft Corporation	
Signature	
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	8/23/2019

Microsoft
Microsoft Corporation
AUG 23 2019
Chance Krail
Duly Authorized on behalf of
Microsoft Corporation

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

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

** indicates required field*

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

** indicates required field*

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

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

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **5-000004275258**

Doc Type: [redacted] **Agreement**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Country: **United States**

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.

Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

15

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

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Microsoft

Volume Licensing

Enterprise Agreement

State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at http://www.microsoft.com/licensing/contracts and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Affiliate" means

a. with regard to Customer,

(i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;

(ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and

(iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and

b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

"Use Rights" means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

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

2. *How the Enterprise program works.*

a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.

b. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. *Licenses for Products.*

a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.

b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.

c. **Applicable Use Rights.**

(i) **Products (other than Online Services).** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.

(ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.

d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.

e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.

(i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.

(ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.

f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. *Making copies of Products and re-imaging rights.*

a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.

b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.

c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

(i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.

(ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.

(iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.

(iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. *Transferring and reassigning Licenses.*

a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:

(i) an Affiliate, or

(ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an

operating division of Enrolled Affiliate or an Affiliate. (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from http://www.microsoft.com/licensing/contracts and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (includingthe applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.

c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. *Term and termination.*

a. **Term.** The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.

c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

(i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or

(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and

2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.

2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affilaite a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. **Effect of termination or expiration.** When an Enrollment expires or is terminated,

(i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.

(ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.

g. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

h. **Program updates.** Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

7. *Use, ownership, rights, and restrictions.*

a. **Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.

b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.

c. **Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.

d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) () separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.

e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. *Confidentiality.*

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. *Privacy and compliance with laws.*

a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.

b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection

law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. *Warranties.*

a. **Limited warranties and remedies.**

(i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.

(ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.

c. **Disclaimer. Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.**

11. *Defense of third party claims.*

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.

b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or

non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

12. *Limitation of liability.*

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate was required to pay for the applicable Products during the term of this Agreement, subject to the following:

a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.

b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.

d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. *Verifying compliance.*

a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.

b. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

c. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.

14. *Miscellaneous.*

a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.

b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.

c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.

d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.

e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.

f. **Assignment.** Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.

g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.

h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.

i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.

k. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.

l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: https://www.microsoft.com/licensing/servicecenter. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.

m. **Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.

o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at http://www.microsoft.com/enable.

p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on http://www.microsoft.com at such time.

q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

Microsoft Volume Licensing

Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

This form applies to:
- ☐ MBSA
- ☒ Agreement
- ☐ Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at https://licensing.microsoft.com.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861

Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

3. *Subscriptions manager.*

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

4. *Online services manager.*

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Luis **Last** Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-8114 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

5. *Customer Support Manager (CSM).*

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity* County of Riverside
Contact name*: First Luis **Last** Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-8114 **Fax**

6. *Primary contact information.*

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity* County of Riverside

Contact name*: First Jim **Last** Smith
Contact email address* jimsmith@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** CA **Postal code*** 92501-3861
Country* US
Phone* 951-231-5909 **Fax**

7. *Notices contact and online administrator information.*

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

☒ *Same as primary contact*
Name of entity*
Contact name*: First **Last**
Contact email address*
Street address*
City* **State/Province*** **Postal code***
Country*
Phone* **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **5-0000004275258**

Doc Type: **Amendments**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Account Manager Name / Alias:

Country: **United States**

LAR/LAD/ESA:

Insight Direct USA, Inc.

Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

3

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

8/23/2019 9:42:40 PM

Microsoft Volume Licensing

Amendment to Contract Documents

Agreement Number: 8084445

004-kayleed-S-04

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

Enterprise Agreement Custom Terms CTM

1. Section 6a, "Term", is hereby amended and restated as follows:

   a. **Term.** The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

2. The pricing that Microsoft will offer Enrolled Affiliate's Reseller for Enrollments effective between November 1, 2019 through October 31, 2021, and that will apply for the entire initial term of such Enrollments, is as follows:

Product	Price Level	Examples include but are not limited to the following*:
Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups)	Level D minus 2%	M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5
Enterprise Products	Level D	Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite
Additional Products	Level D	M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.
Server and Tools Product (applies to Server and Cloud Enrollments only)	Level D	SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.

* The examples include online services that are available in either the commercial or government cloud offerings.

**Qualifying Enterprise Online Services are identified in the Product Terms with the cell value of "EO" in the tables for "Program Availability". The scope of Enterprise Online Services is subject to change as Enterprise Online Services are added, updated/revised or removed from the Enterprise program offering.

Exclusions apply to the additional 2% discount on Enterprise Online Services as follows:

- The price list month that applies to an order is not a factor in determining whether the additional 2% discount on Enterprise Online Services may be applied to an order. The only applicable factor is the effective date of the Enrollment.
- The discount does not apply to any extensions of the initial Term or renewal Enrollments.
- The discount does not apply to any promotional SKUs. Enrolled Affiliate is entitled to the lower of the promotional price or discounted price.

The price level that applies to Enrollments effective on or after November 1, 2021 is Level D for all Products.

The Reseller and the Enrolled Affiliate will determine the Enrolled Affiliate's actual price and payment terms.

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

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

Microsoft Internal Use Only:

Riverside County EA Amend 8.7.docx	CTM	CTM-CPT-OPT-FWK	BD

Licensing Solution Provider Agreement Number PSA-0001528

This Licensing Solution Provider Agreement is made and entered into this 22nd day of October 2019, by and between SHI International Corp., a New Jersey corporation ("CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY").

WHEREAS, COUNTY and Microsoft Corporation ("Microsoft") have entered into that certain Microsoft Enterprise Agreement (Master Agreement No. 8084445; the "Master Agreement"), effective August 23, 2019, under which COUNTY has the ability to enter into one or more enrollments to order certain Microsoft product licenses;

WHEREAS, CONTRACTOR desires to provide support to COUNTY and its Enrolled Affiliates (as defined in the Master Agreement) for said licenses under this Agreement and hereby represents that it has the skills, experience, and knowledge necessary to perform under this Agreement; and

WHEREAS, COUNTY desires to accept CONTRACTOR's services under this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. This Agreement covers all enrollments for all products licensed under the Master Agreement. All terms and conditions of the Master Agreement, attached as Exhibit E of this Agreement and incorporated by reference, shall apply to the purchase of related products and services.

2. This Agreement is available for use by all government entities within the State of California (an "Enrolled Affiliate") for the duration of the Term (defined below in section 4). Enrollment documents will contain the terms and conditions specific to each entity.

3. CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this agreement to each and every government entity in the State of California. Terms and conditions are governed by this Agreement, the Master Agreement, and the applicable enrollment documents for each entity. Entities shall make purchases in their own name, make direct payment to CONTRACTOR, and be liable directly to CONTRACTOR for all obligations.

   3.1 COUNTY shall in no way be responsible to CONTRACTOR for Enrolled Affiliates' purchases and obligations. COUNTY shall in no way be responsible to other entities for their purchases or any acts or omissions of CONTRACTOR, including but not limited to product selection or implementation, services or other related matters.

   3.2 CONTRACTOR shall notify Enrolled Affiliate in writing of the terms and conditions stated in Section 11.

4. This Agreement shall be effective from November 1, 2019 through October 31, 2021, unless terminated earlier (the "Term").

5. Hold Harmless/Indemnification:

   5.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services, or acts or omissions, of CONTRACTOR, its

officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

5.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

5.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

6. Contractor Responsibilities: CONTRACTOR will offer the following services to each Enrolled Affiliate at no additional charge. It is the responsibility of the Enrolled Affiliate to determine which products and/or services, if any, meet their needs and communicate that to the CONTRACTOR.

6.1 Provide reports showing year to date annual spend according to Enrolled Affiliate's specifications. Frequency will be determined by each Enrolled Affiliate (monthly, quarterly, etc.).

6.2 Provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment at the time of such amendment.

6.3 Provide an updated price list on an annual basis or when requested by Enrolled Affiliate.

7. CONTRACTOR's Microsoft Enterprise Agreement license subscription price attached hereto as Exhibit A and service rates attached hereto as Exhibit B.

8. CONTRACTOR's Microsoft Enterprise Agreement Participation Form attached hereto as Exhibit C and incorporated herein by reference.

9. Usage Reporting: CONTRACTOR will provide to COUNTY the Licensed Support Provider (LSP) Reporting of Active Enrollments to Master Microsoft Enterprise Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services, showing a list of enrollments by February 15th of each year. Forms shall be submitted electronically to MasterMicrosoftAdmin@rivco.org. A copy of the form is attached hereto as Exhibit D and incorporated herein by reference.

10. Administrative fees: CONTRACTOR will be charged .5% of the annual enrollment amount to leverage the Riverside County Master Microsoft Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services. This will be an annual fee, per enrollment inclusive of Affiliates Shadow Enrollments. Example: A three-year aggregated agreement with a contract amount of $300K, divisible by three years will result in an LSP Participation Fee of $500 annually (100K*.5%). RCIT will invoice the Awarded LSP annually based on the enrollments verified from the

"Reporting of Active Enrollments" list submitted by December 15th of each year. Payment is due to Riverside County Information Technology thirty (30) days from invoice date.

10.1 Riverside County Information Technology (RCIT) will invoice the CONTRACTOR annually based on the enrollments verified. Payment is due to RCIT within thirty (30) days of invoice date. The COUNTY will not accept credit as a form of payment.

10.2 Failure to meet the administrative fee requirements herein and submit fees on a timely basis may constitute grounds for immediate termination of this Agreement.

11. Contract Management: The contacts for this Agreement for COUNTY shall be both RCIT and Purchasing as listed below.

COUNTY Primary Contact:
Jim Smith
3450 14th Street
Riverside, CA 92501

COUNTY Secondary Contact:
Rick Hai
2980 Washington Street
Riverside, CA 92504

CONTRACTOR contact:
Contracts Department
290 Davidson Avenue
Somerset, NJ 08873

11.1 Should Contract Management contact information change, the CONTRACTOR shall provide written notice with the updated information to the COUNTY no later than 10 business days after the change.

12. Termination:

12.1 COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

12.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

12.3 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

13. Conduct of Contractor:

13.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees

to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

13.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

13.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

13.4 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

14. Independent Contractor/Employment Eligibility/Non-Discrimination:

14.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

14.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

14.3 CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Entire Agreement: This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
Kevin Jeffries, Chairman
Board of Supervisors

Dated: OCT 22 2019

SHI International Corp., a New Jersey corporation

By: _____
Natalie Castagno
Director of Contracts and RFP's

Dated: October 11, 2019

ATTEST:
Kecia Harper
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Susanna Oh, Deputy County Counsel

OCT 22 2019 3.16

Licensing Solution Provider Agreement Number PSA-0001528

Exhibit A
Microsoft Enterprise license subscription and services

Line	Description	Price Level	Markup %
1	Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups) M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5.	Level D Minus 2%	.50
2	Enterprise Products Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite.	Level D	.50
3	Additional Products M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.	Level D	.50
4	Server and Tools Product (applies to Server and Cloud Enrollments only) SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.	Level D	.50
5	All products for Select Plus Agreement No.7756479.		.50
6	Microsoft Premier Support		.50
7	Microsoft Unified Support Services		.50
8	Microsoft Consulting Services		.50

Licensing Solution Provider Agreement Number PSA-0001528

Exhibit B
License Support Provider (LSP) service rates

Line	Description	Certified Competency (Yes/No)	Hourly Rate
	Data and Artificial Intelligent		
1	Build Intelligent Apps	Yes	$300
2	Build Intelligent Agents	Yes	$300
3	Machine Learning	Yes	$300
4	Internet of Things	Yes	$300
5	Globally distributed data	Yes	$300
6	OSS Databases	Yes	$300
7	Cloud Scale Analytics	Yes	$300
8	Data Platform Modernization to Azure	Yes	$300
9	Windows Server on Azure	Yes	$300
10	Security & Management	Yes	$300
11	Datacenter Migration	Yes	$300
12	Modern Business Intelligence	Yes	$300
	Biz Apps		
1	Customer Service	Yes	$300
2	Field Service	Yes	$300
3	Marketing	Yes	$300
4	Talent	Yes	$300
5	Finance and Operations	Yes	$300
6	Business Central	Yes	$300
7	Power Apps	Yes	$300
8	Power BI	Yes	$300
	Apps and Infrastructure		
1	Azure Stack	Yes	$300
2	High Performance Compute	Yes	$300
3	Cloud Native Apps using Serverless	Yes	$300
4	Modernize Apps	Yes	$300
5	SAP on Azure	Yes	$300
6	Linux on Azure	Yes	$300
7	Dev Ops	Yes	$300
8	Business Continuity & Disaster Recovery	Yes	$300
9	Windows Server on Azure	Yes	$300
10	Security & Management	Yes	$300
11	Datacenter Migration	Yes	$300

Exhibit B (cont.)
License Support Provider (LSP) service rates

Line	Description	Certified Competency (Yes/No)	Hourly Rate
	Modern Workplace		
1	User Adoption & Change Management	Yes	$300
2	Security	Yes	$300
3	GDPR & Compliance	Yes	$300
4	Teamwork	Yes	$300
5	Calling & Meetings	Yes	$300
6	Modern Desktop	Yes	$300
7	Office 365 Migration Assistance	Yes	$300
7a	Mail	Yes	$300
7b	Teams	Yes	$300
7c	SharePoint	Yes	$300
7d	OneDrive	Yes	$300

Exhibit C
Microsoft LSP Participation Form

DAVE ROGERS
Assistant Chief Executive Officer
Chief Information Officer

JIM SMITH
Chief Technology Officer

RCIT

JENNIFER HILBER, ACIO
Enterprise Applications Bureau

GUSTAVO VAZQUEZ, ACIO
Converged Communications Bureau
Public Safety Enterprise Communications

GIL MEJIA, ACIO
Technology Services Bureau

Microsoft LSP Participation Form

(RFQ #RIVCO-2020-RFQ-0000048 Attachment 3)

Complete this form and return to:	**Payment should be made to:**
Attention: Rick Hai E-mail: RHai@rivco.org	Riverside County Information Technology 3450 14th Street, Fourth Floor Riverside, CA 92501 County of Riverside TIN #: 95-6000930

Company Name: SHI International Corp.

Name: Nick Grappone Title: Program Manager

Address: 290 Davidson Avenue

City: Somerset, NJ Zip Code: 08873 Telephone #: 732-564-8189

Fax #: Email: nick_grappone@shi.com

The County of Riverside is the host of the Microsoft Master Agreement No. 8084445. All questions regarding the products and licensing should be directed to Microsoft.

By signing below, I am agreeing to pay the participation fees for each enrollment that is established by leveraging the County of Riverside Master Agreement in accordance to the schedule referenced on RFQ #RIVCO-2020-RFQ-0000048 and any subsequent contracts and / or amendments.

By signing below, I also agree that all enrollments will be submitted to Microsoft direct, to report enrollment activity and comply to the payment schedule per RFQ #RIVCO-2020-RFQ-0000048 to Riverside County Information Technology.

Please reference the remittance information above for where to send the payment. Failure to comply may result in the award being rescinded.

Nick Grappone
Signature

9/19/2019
Date

Nick Grappone
Printed Name

Program Manager
Title

Licensing Solution Provider Agreement Number PSA-0001528

Exhibit D
Microsoft LSP Reporting of Active Enrollments Form

LSP Name	*Company name*
RIVCO Contract ID	*RIVCO-20800-00x-xx/xx*
Microsoft Agreement Numbers	**01E69633, 01E73134, AND NEW**

Master Enrollment	Enrollment Number:	Enrollment Entity:	Start Date:	End Date:	Annual Spend	Enrollment Contact:	Enrollment Contact Email:	Enrollment Contact Tel:
8084445	*87654321*	*Riverside County Information Technology*	*1/01/12*	*12/31/16*	*$645,000.00*	*John Doe*	*John.Doe@riverside.org*	*951-555-1212*
							-	
							-	
							-	

Exhibit E
Master Agreement

Attached include the followings:

1) Signature Form
2) Microsoft Enterprise Agreement
3) Microsoft Enterprise Agreement Amendment

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **5-000004275258**

Doc Type: **Signature Form**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Account Manager Name / Alias:

Country: **United States**

LAR/LAD/ESA:

Insight Direct USA, Inc.

Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

3

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

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Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number

Agreement number 8084445

004-kayleed-S-04

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

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

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

Contract Document	Number or Code
Enterprise Agreement	X20-10209
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement> <Choose Enrollment/Registration>	Document Number or Code Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment to Contract Documents	CTM-CPT-OPT-FWK (new)

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

Customer	
Name of Entity (must be legal entity name)*	County of Riverside
Signature*	
Printed First and Last Name*	Richard R. Hai
Printed Title	Sr. Procurement Contract Specialist
Signature Date*	08/22/2019
Tax ID	

* *indicates required field*

FORM APPROVED COUNTY COUNSEL
BY: SUSANNA N. OH DATE 8/22/19

Microsoft Affiliate	
Microsoft Corporation	
Signature	Microsoft Microsoft Corporation AUG 23 2019 Chance Krail Duly Authorized on behalf of Microsoft Corporation
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	8/23/2019

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

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

** indicates required field*

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

** indicates required field*

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

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

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **5-000004275258**

Doc Type: [redacted] **Agreement**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Country: **United States**

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.

Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

15

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

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Microsoft Volume Licensing

Enterprise Agreement State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at http://www.microsoft.com/licensing/contracts and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Affiliate" means

a. with regard to Customer,

(i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;

(ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and

(iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and

b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

"Use Rights" means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

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

2. *How the Enterprise program works.*

a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.

b. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. *Licenses for Products.*

a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.

b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.

c. **Applicable Use Rights.**

(i) **Products (other than Online Services).** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.

(ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.

d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.

e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.

(i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.

(ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.

f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. *Making copies of Products and re-imaging rights.*

a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.

b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.

c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

(i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.

(ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.

(iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.

(iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. *Transferring and reassigning Licenses.*

a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:

(i) an Affiliate, or

(ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an

operating division of Enrolled Affiliate or an Affiliate. (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from http://www.microsoft.com/licensing/contracts and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (includingthe applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.

c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. *Term and termination.*

a. **Term.** The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.

c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

(i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or

(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and

2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.

2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affilaite a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. **Effect of termination or expiration.** When an Enrollment expires or is terminated,

(i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.

(ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.

g. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

h. **Program updates.** Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

7. *Use, ownership, rights, and restrictions.*

a. **Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.

b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.

c. **Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.

d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) () separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.

e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. *Confidentiality.*

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. *Privacy and compliance with laws.*

a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.

b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection

law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. Warranties.

a. **Limited warranties and remedies.**

(i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.

(ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.

c. **Disclaimer. Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.**

11. Defense of third party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.

b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or

non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

12. *Limitation of liability.*

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate was required to pay for the applicable Products during the term of this Agreement, subject to the following:

a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.

b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.

d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. *Verifying compliance.*

a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.

b. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

c. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.

14. *Miscellaneous.*

a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.

b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.

c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.

d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.

e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.

f. **Assignment.** Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.

g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.

h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.

i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.

k. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.

l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: https://www.microsoft.com/licensing/servicecenter. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.

m. **Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.

o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at http://www.microsoft.com/enable.

p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on http://www.microsoft.com at such time.

q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

Microsoft Volume Licensing

Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

This form applies to:
- ☐ MBSA
- ☒ Agreement
- ☐ Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at https://licensing.microsoft.com.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity* County of Riverside
Contact name*: **First** Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: **First** Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861

Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

3. *Subscriptions manager.*

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

4. *Online services manager.*

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Luis **Last** Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-8114 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

5. *Customer Support Manager (CSM).*

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity* County of Riverside
Contact name*: First Luis **Last** Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-8114 **Fax**

6. *Primary contact information.*

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity* County of Riverside

Contact name*: First Jim **Last** Smith
Contact email address* jimsmith@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** CA **Postal code*** 92501-3861
Country* US
Phone* 951-231-5909 **Fax**

7. *Notices contact and online administrator information.*

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

☒ *Same as primary contact*
Name of entity*
Contact name*: First **Last**
Contact email address*
Street address*
City* **State/Province*** **Postal code***
Country*
Phone* **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **5-0000004275258**

Doc Type: **Amendments**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Account Manager Name / Alias:

Country: **United States**

LAR/LAD/ESA:

Insight Direct USA, Inc.

Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

3

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

8/23/2019 9:42:40 PM

Microsoft Volume Licensing

Amendment to Contract Documents

Agreement Number 8084445

004-kayleed-S-04

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

Enterprise Agreement Custom Terms CTM

1. Section 6a, "Term", is hereby amended and restated as follows:

   a. **Term.** The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

2. The pricing that Microsoft will offer Enrolled Affiliate's Reseller for Enrollments effective between November 1, 2019 through October 31, 2021, and that will apply for the entire initial term of such Enrollments, is as follows:

Product	Price Level	Examples include but are not limited to the following*:
Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups)	Level D minus 2%	M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5
Enterprise Products	Level D	Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite
Additional Products	Level D	M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.
Server and Tools Product (applies to Server and Cloud Enrollments only)	Level D	SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.

*The examples include online services that are available in either the commercial or government cloud offerings.

**Qualifying Enterprise Online Services are identified in the Product Terms with the cell value of "EO" in the tables for "Program Availability". The scope of Enterprise Online Services is subject to change as Enterprise Online Services are added, updated/revised or removed from the Enterprise program offering

Exclusions apply to the additional 2% discount on Enterprise Online Services as follows:

- The price list month that applies to an order is not a factor in determining whether the additional 2% discount on Enterprise Online Services may be applied to an order. The only applicable factor is the effective date of the Enrollment.
- The discount does not apply to any extensions of the initial Term or renewal Enrollments.
- The discount does not apply to any promotional SKUs. Enrolled Affiliate is entitled to the lower of the promotional price or discounted price.

The price level that applies to Enrollments effective on or after November 1, 2021 is Level D for all Products.

The Reseller and the Enrolled Affiliate will determine the Enrolled Affiliate's actual price and payment terms.

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

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

Microsoft Internal Use Only:

Riverside County EA Amend 8.7.docx	CTM	CTM-CPT-OPT-FWK	BD

Licensing Solution Provider Agreement Number PSA-0001529

This Licensing Solution Provider Agreement is made and entered into this 22nd day of October 2019, by and between Softchoice Corporation, a New York Corporation ("CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY").

WHEREAS, COUNTY and Microsoft Corporation ("Microsoft") have entered into that certain Microsoft Enterprise Agreement (Master Agreement No. 8084445; the "Master Agreement"), effective August 23, 2019, under which COUNTY has the ability to enter into one or more enrollments to order certain Microsoft product licenses;

WHEREAS, CONTRACTOR desires to provide support to COUNTY and its Enrolled Affiliates (as defined in the Master Agreement) for said licenses under this Agreement and hereby represents that it has the skills, experience, and knowledge necessary to perform under this Agreement; and

WHEREAS, COUNTY desires to accept CONTRACTOR's services under this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. This Agreement covers all enrollments for all products licensed under the Master Agreement. All terms and conditions of the Master Agreement, attached as Exhibit E of this Agreement and incorporated by reference, shall apply to the purchase of related products and services.

2. This Agreement is available for use by all government entities within the State of California (an "Enrolled Affiliate") for the duration of the Term (defined below in section 4). Enrollment documents will contain the terms and conditions specific to each entity.

3. CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this agreement to each and every government entity in the State of California. Terms and conditions are governed by this Agreement, the Master Agreement, and the applicable enrollment documents for each entity. Entities shall make purchases in their own name, make direct payment to CONTRACTOR, and be liable directly to CONTRACTOR for all obligations.

   3.1 COUNTY shall in no way be responsible to CONTRACTOR for Enrolled Affiliates' purchases and obligations. COUNTY shall in no way be responsible to other entities for their purchases or any acts or omissions of CONTRACTOR, including but not limited to product selection or implementation, services or other related matters.

   3.2 CONTRACTOR shall notify Enrolled Affiliate in writing of the terms and conditions stated in Section 11.

4. This Agreement shall be effective from November 1, 2019 through October 31, 2021, unless terminated earlier (the "Term").

5. Hold Harmless/Indemnification:

   5.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services, or acts or omissions, of CONTRACTOR, its

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officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

5.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

5.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

6. Contractor Responsibilities: CONTRACTOR will offer the following services to each Enrolled Affiliate at no additional charge. It is the responsibility of the Enrolled Affiliate to determine which products and/or services, if any, meet their needs and communicate that to the CONTRACTOR.

6.1 Provide reports showing year to date annual spend according to Enrolled Affiliate's specifications. Frequency will be determined by each Enrolled Affiliate (monthly, quarterly, etc.).

6.2 Provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment at the time of such amendment.

6.3 Provide an updated price list on an annual basis or when requested by Enrolled Affiliate.

7. CONTRACTOR's Microsoft Enterprise Agreement license subscription price attached hereto as Exhibit A and service rates attached hereto as Exhibit B.

8. CONTRACTOR's Microsoft Enterprise Agreement Participation Form attached hereto as Exhibit C and incorporated herein by reference.

9. Usage Reporting: CONTRACTOR will provide to COUNTY the Licensed Support Provider (LSP) Reporting of Active Enrollments to Master Microsoft Enterprise Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services, showing a list of enrollments by February 15th of each year. Forms shall be submitted electronically to MasterMicrosoftAdmin@rivco.org. A copy of the form is attached hereto as Exhibit D and incorporated herein by reference.

10. Administrative fees: CONTRACTOR will be charged .5% of the annual enrollment amount to leverage the Riverside County Master Microsoft Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services. This will be an annual fee, per enrollment inclusive of Affiliates Shadow Enrollments. Example: A three-year aggregated agreement with a contract amount of $300K, divisible by three years will result in an LSP Participation Fee of $500 annually (100K*.5%). RCIT will invoice the Awarded LSP annually based on the enrollments verified from the

"Reporting of Active Enrollments" list submitted by December 15th of each year. Payment is due to Riverside County Information Technology thirty (30) days from invoice date.

10.1 Riverside County Information Technology (RCIT) will invoice the CONTRACTOR annually based on the enrollments verified. Payment is due to RCIT within thirty (30) days of invoice date. The COUNTY will not accept credit as a form of payment.

10.2 Failure to meet the administrative fee requirements herein and submit fees on a timely basis may constitute grounds for immediate termination of this Agreement.

11. Contract Management: The contacts for this Agreement for COUNTY shall be both RCIT and Purchasing as listed below.

COUNTY Primary Contact:
Jim Smith
3450 14th Street
Riverside, CA 92501

COUNTY Secondary Contact:
Rick Hai
2980 Washington Street
Riverside, CA 92504

CONTRACTOR contact:
Dave Tomke
314 W. Superior St., Suite 300
Chicago, IL 60654

11.1 Should Contract Management contact information change, the CONTRACTOR shall provide written notice with the updated information to the COUNTY no later than 10 business days after the change.

12. Termination:

12.1 COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

12.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

12.3 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

13. Conduct of Contractor:

13.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees

to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

13.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

13.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

13.4 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

14. Independent Contractor/Employment Eligibility/Non-Discrimination:

14.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

14.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

14.3 CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Entire Agreement: This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
Kevin Jeffries, Chairman
Board of Supervisors

Dated: OCT 22 2019

Softchoice Corporation, a New York corporation

By: _____
Vince De Palma
President and Chief Executive Officer

Dated: OCT 10, 2019

Softchoice HM Legal

ATTEST:
Kecia Harper
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Susanna Oh, Deputy County Counsel

OCT 22 2019 3.14

Licensing Solution Provider Agreement Number PSA-0001529

Exhibit A
Microsoft Enterprise license subscription and services

Line	Description	Price Level	Markup %
1	Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups) M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5.	Level D Minus 2%	3.50
2	Enterprise Products Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite.	Level D	3.50
3	Additional Products M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.	Level D	3.50
4	Server and Tools Product (applies to Server and Cloud Enrollments only) SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.	Level D	3.50
5	All products for Select Plus Agreement No.7756479.		2.00
6	Microsoft Premier Support		3.50
7	Microsoft Unified Support Services		3.50
8	Microsoft Consulting Services		3.50

Licensing Solution Provider Agreement Number PSA-0001529

Exhibit B
License Support Provider (LSP) service rates

Line	Description	Certified Competency (Yes/No)	Hourly Rate
	Data and Artificial Intelligent		
1	Build Intelligent Apps	No	$0
2	Build Intelligent Agents	No	$0
3	Machine Learning	No	$0
4	Internet of Things	No	$0
5	Globally distributed data	No	$0
6	OSS Databases	No	$0
7	Cloud Scale Analytics	No	$0
8	Data Platform Modernization to Azure	No	$0
9	Windows Server on Azure	No	$0
10	Security & Management	No	$0
11	Datacenter Migration	No	$0
12	Modern Business Intelligence	No	$0
	Biz Apps		
1	Customer Service	No	$0
2	Field Service	No	$0
3	Marketing	No	$0
4	Talent	No	$0
5	Finance and Operations	No	$0
6	Business Central	No	$0
7	Power Apps	No	$0
8	Power BI	No	$0
	Apps and Infrastructure		
1	Azure Stack	Yes	$235
2	High Performance Compute	Yes	$235
3	Cloud Native Apps using Serverless	Yes	$235
4	Modernize Apps	Yes	$235
5	SAP on Azure	No	$0
6	Linux on Azure	Yes	$235
7	Dev Ops	Yes	$235
8	Business Continuity & Disaster Recovery	Yes	$235
9	Windows Server on Azure	Yes	$235
10	Security & Management	Yes	$235
11	Datacenter Migration	Yes	$235

Exhibit B (cont.)
License Support Provider (LSP) service rates

Line	Description	Certified Competency (Yes/No)	Hourly Rate
	Modern Workplace		
1	User Adoption & Change Management	Yes	$200
2	Security	Yes	$235
3	GDPR & Compliance	No	$0
4	Teamwork	Yes	$235
5	Calling & Meetings	Yes	$235
6	Modern Desktop	Yes	$210
7	Office 365 Migration Assistance	Yes	$210
7a	Mail	Yes	$210
7b	Teams	Yes	$235
7c	SharePoint	No	$0
7d	OneDrive	Yes	$210

Exhibit C
Microsoft LSP Participation Form

DAVE ROGERS
Assistant Chief Executive Officer
Chief Information Officer

JIM SMITH
Chief Technology Officer

RCIT

JENNIFER HILBER, ACIO
Enterprise Applications Bureau

GUSTAVO VAZQUEZ, ACIO
Converged Communications Bureau
Public Safety Enterprise Communications

GIL MEJIA, ACIO
Technology Services Bureau

Microsoft LSP Participation Form

(RFQ #RIVCO-2020-RFQ-0000048 Attachment 3)

Complete this form and return to:	**Payment should be made to:**
Attention: Rick Hai E-mail: RHai@rivco.org	Riverside County Information Technology 3450 14th Street, Fourth Floor Riverside, CA 92501 County of Riverside TIN #: 95-6000930

Company Name: Softchoice Corporation

Name: Dave Tomke Title: Territory Sales Director, US Public Sector

Address: 314 W Superior St. Suite 400

City: Chicago Zip Code: 60654 Telephone #: 312-655-9002

Fax #: 877-310-7639 Email: dave.tomke@softchoice.com

The County of Riverside is the host of the Microsoft Master Agreement No. 8084445. All questions regarding the products and licensing should be directed to Microsoft.

By signing below, I am agreeing to pay the participation fees for each enrollment that is established by leveraging the County of Riverside Master Agreement in accordance to the schedule referenced on RFQ #RIVCO-2020-RFQ-0000048 and any subsequent contracts and / or amendments.

By signing below, I also agree that all enrollments will be submitted to Microsoft direct, to report enrollment activity and comply to the payment schedule per RFQ #RIVCO-2020-RFQ-0000048 to Riverside County Information Technology.

Please reference the remittance information above for where to send the payment. Failure to comply may result in the award being rescinded.

Signature	9/11/2019 Date
David Butkiewicz Printed Name	Contract Program Manager Title

Licensing Solution Provider Agreement Number PSA-000001529

Exhibit D
Microsoft LSP Reporting of Active Enrollments Form

LSP Name	*Company name*
RIVCO Contract ID	*RIVCO-20800-00x-xx/xx*
Microsoft Agreement Numbers	**01E69633, 01E73134, AND NEW**

Master Enrollment	Enrollment Number:	Enrollment Entity:	Start Date:	End Date:	Annual Spend	Enrollment Contact:	Enrollment Contact Email:	Enrollment Contact Tel:
8084445	*87654321*	*Riverside County Information Technology*	*1/01/12*	*12/31/16*	*$645,000.00*	*John Doe*	*John.Doe@riverside.org*	*951-555-1212*
							-	
							-	
							-	

Exhibit E
Master Agreement

Attached include the followings:

1) Signature Form
2) Microsoft Enterprise Agreement
3) Microsoft Enterprise Agreement Amendment

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **5-0000004275258**

Doc Type: **Signature Form**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Account Manager Name / Alias:

Country: **United States**

LAR/LAD/ESA:

Insight Direct USA, Inc.

Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

3

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

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Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	8084445

004-kayleed-S-04

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

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

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

Contract Document	Number or Code
Enterprise Agreement	X20-10209
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement> <Choose Enrollment/Registration>	Document Number or Code Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment to Contract Documents	CTM-CPT-OPT-FWK (new)

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

Customer	
Name of Entity (must be legal entity name)*	County of Riverside
Signature*	
Printed First and Last Name*	Richard R. Hai
Printed Title	Sr. Procurement Contract Specialist
Signature Date*	08/22/2019
Tax ID	

* *indicates required field*

FORM APPROVED COUNTY COUNSEL
BY: SUSANNA N. OH DATE 8/22/19

Microsoft Affiliate	
Microsoft Corporation	
Signature	
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	8/23/2019

Microsoft
Microsoft Corporation
AUG 23 2019
Chance Krail
Duly Authorized on behalf of
Microsoft Corporation

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

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

** indicates required field*

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

** indicates required field*

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

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

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **5-0000004275258**

Doc Type: [redacted] **Agreement**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Country: **United States**

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.

Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

15

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

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Microsoft

Volume Licensing

Enterprise Agreement

State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at http://www.microsoft.com/licensing/contracts and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Affiliate" means

a. with regard to Customer,

(i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;

(ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and

(iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and

b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

"Use Rights" means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

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

2. *How the Enterprise program works.*

a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.

b. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. *Licenses for Products.*

a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.

b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.

c. **Applicable Use Rights.**

(i) **Products (other than Online Services).** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.

(ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.

d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.

e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.

(i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.

(ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.

f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. *Making copies of Products and re-imaging rights.*

a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.

b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.

c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

(i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.

(ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.

(iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.

(iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. *Transferring and reassigning Licenses.*

a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:

(i) an Affiliate, or

(ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an

operating division of Enrolled Affiliate or an Affiliate. (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from http://www.microsoft.com/licensing/contracts and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (includingthe applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.

c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. *Term and termination.*

a. **Term.** The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.

c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

(i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or

(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and

2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.

2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affilaite a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. **Effect of termination or expiration.** When an Enrollment expires or is terminated,

(i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.

(ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.

g. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

h. **Program updates.** Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

7. *Use, ownership, rights, and restrictions.*

a. **Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.

b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.

c. **Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.

d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) () separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.

e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. *Confidentiality.*

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. *Privacy and compliance with laws.*

a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.

b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection

law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. Warranties.

a. **Limited warranties and remedies.**

(i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.

(ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.

c. **Disclaimer. Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.**

11. Defense of third party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.

b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or

non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

12. *Limitation of liability.*

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate was required to pay for the applicable Products during the term of this Agreement, subject to the following:

a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.

b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.

d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. *Verifying compliance.*

a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.

b. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

c. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.

14. *Miscellaneous.*

a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.

b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.

c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.

d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.

e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.

f. **Assignment.** Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.

g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.

h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.

i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.

k. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.

l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: https://www.microsoft.com/licensing/servicecenter. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.

m. **Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.

o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at http://www.microsoft.com/enable.

p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on http://www.microsoft.com at such time.

q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

Microsoft Volume Licensing

Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

This form applies to:
- ☐ MBSA
- ☒ Agreement
- ☐ Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at https://licensing.microsoft.com.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861

Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

3. *Subscriptions manager.*

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

4. *Online services manager.*

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Luis **Last** Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-8114 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

5. *Customer Support Manager (CSM).*

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity* County of Riverside
Contact name*: First Luis **Last** Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-8114 **Fax**

6. *Primary contact information.*

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity* County of Riverside

Contact name*: First Jim **Last** Smith
Contact email address* jimsmith@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** CA **Postal code*** 92501-3861
Country* US
Phone* 951-231-5909 **Fax**

7. Notices contact and online administrator information.

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

☒ *Same as primary contact*
Name of entity*
Contact name*: First **Last**
Contact email address*
Street address*
City* **State/Province*** **Postal code***
Country*
Phone* **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **5-0000004275258**

Doc Type: **Amendments**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Account Manager Name / Alias:

Country: **United States**

LAR/LAD/ESA:

Insight Direct USA, Inc.

Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

3

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

8/23/2019 9:42:40 PM

Microsoft Volume Licensing

Amendment to Contract Documents

Agreement Number 8084445

004-kayleed-S-04

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

Enterprise Agreement
Custom Terms CTM

1. Section 6a, "Term", is hereby amended and restated as follows:

   a. Term. The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

2. The pricing that Microsoft will offer Enrolled Affiliate's Reseller for Enrollments effective between November 1, 2019 through October 31, 2021, and that will apply for the entire initial term of such Enrollments, is as follows:

Product	Price Level	Examples include but are not limited to the following*:
Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups)	Level D minus 2%	M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5
Enterprise Products	Level D	Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite
Additional Products	Level D	M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.
Server and Tools Product (applies to Server and Cloud Enrollments only)	Level D	SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.

*The examples include online services that are available in either the commercial or government cloud offerings.

**Qualifying Enterprise Online Services are identified in the Product Terms with the cell value of "EO" in the tables for "Program Availability". The scope of Enterprise Online Services is subject to change as Enterprise Online Services are added, updated/revised or removed from the Enterprise program offering.

Exclusions apply to the additional 2% discount on Enterprise Online Services as follows:

- The price list month that applies to an order is not a factor in determining whether the additional 2% discount on Enterprise Online Services may be applied to an order. The only applicable factor is the effective date of the Enrollment.
- The discount does not apply to any extensions of the initial Term or renewal Enrollments.
- The discount does not apply to any promotional SKUs. Enrolled Affiliate is entitled to the lower of the promotional price or discounted price.

The price level that applies to Enrollments effective on or after November 1, 2021 is Level D for all Products.

The Reseller and the Enrolled Affiliate will determine the Enrolled Affiliate's actual price and payment terms.

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

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

Microsoft Internal Use Only:

Riverside County EA Amend 8.7.docx	CTM	CTM-CPT-OPT-FWK	BD

Licensing Solution Provider Agreement Number PSA-0001530

This Licensing Solution Provider Agreement is made and entered into this 22nd day of October 2019, by and between Software One, Inc., a Wisconsin corporation ("CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY").

WHEREAS, COUNTY and Microsoft Corporation ("Microsoft") have entered into that certain Microsoft Enterprise Agreement (Master Agreement No. 8084445; the "Master Agreement"), effective August 23, 2019, under which COUNTY has the ability to enter into one or more enrollments to order certain Microsoft product licenses;

WHEREAS, CONTRACTOR desires to provide support to COUNTY and its Enrolled Affiliates (as defined in the Master Agreement) for said licenses under this Agreement and hereby represents that it has the skills, experience, and knowledge necessary to perform under this Agreement; and

WHEREAS, COUNTY desires to accept CONTRACTOR's services under this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. This Agreement covers all enrollments for all products licensed under the Master Agreement. All terms and conditions of the Master Agreement, attached as Exhibit E of this Agreement and incorporated by reference, shall apply to the purchase of related products and services.

2. This Agreement is available for use by all government entities within the State of California (an "Enrolled Affiliate") for the duration of the Term (defined below in section 4). Enrollment documents will contain the terms and conditions specific to each entity.

3. CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this agreement to each and every government entity in the State of California. Terms and conditions are governed by this Agreement, the Master Agreement, and the applicable enrollment documents for each entity. Entities shall make purchases in their own name, make direct payment to CONTRACTOR, and be liable directly to CONTRACTOR for all obligations.

   3.1 COUNTY shall in no way be responsible to CONTRACTOR for Enrolled Affiliates' purchases and obligations. COUNTY shall in no way be responsible to other entities for their purchases or any acts or omissions of CONTRACTOR, including but not limited to product selection or implementation, services or other related matters.

   3.2 CONTRACTOR shall notify Enrolled Affiliate in writing of the terms and conditions stated in Section 11.

4. This Agreement shall be effective from November 1, 2019 through October 31, 2021, unless terminated earlier (the "Term").

5. Hold Harmless/Indemnification:

   5.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services, or acts or omissions, of CONTRACTOR, its

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officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

5.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

5.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

6. Contractor Responsibilities: CONTRACTOR will offer the following services to each Enrolled Affiliate at no additional charge. It is the responsibility of the Enrolled Affiliate to determine which products and/or services, if any, meet their needs and communicate that to the CONTRACTOR.

6.1 Provide reports showing year to date annual spend according to Enrolled Affiliate's specifications. Frequency will be determined by each Enrolled Affiliate (monthly, quarterly, etc.).

6.2 Provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment at the time of such amendment.

6.3 Provide an updated price list on an annual basis or when requested by Enrolled Affiliate.

7. CONTRACTOR's Microsoft Enterprise Agreement license subscription price attached hereto as Exhibit A and service rates attached hereto as Exhibit B.

8. CONTRACTOR's Microsoft Enterprise Agreement Participation Form attached hereto as Exhibit C and incorporated herein by reference.

9. Usage Reporting: CONTRACTOR will provide to COUNTY the Licensed Support Provider (LSP) Reporting of Active Enrollments to Master Microsoft Enterprise Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services, showing a list of enrollments by February 15th of each year. Forms shall be submitted electronically to MasterMicrosoftAdmin@rivco.org. A copy of the form is attached hereto as Exhibit D and incorporated herein by reference.

10. Administrative fees: CONTRACTOR will be charged .5% of the annual enrollment amount to leverage the Riverside County Master Microsoft Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services. This will be an annual fee, per enrollment inclusive of Affiliates Shadow Enrollments. Example: A three-year aggregated agreement with a contract amount of $300K, divisible by three years will result in an LSP Participation Fee of $500 annually (100K*.5%). RCIT will invoice the Awarded LSP annually based on the enrollments verified from the

"Reporting of Active Enrollments" list submitted by December 15th of each year. Payment is due to Riverside County Information Technology thirty (30) days from invoice date.

10.1 Riverside County Information Technology (RCIT) will invoice the CONTRACTOR annually based on the enrollments verified. Payment is due to RCIT within thirty (30) days of invoice date. The COUNTY will not accept credit as a form of payment.

10.2 Failure to meet the administrative fee requirements herein and submit fees on a timely basis may constitute grounds for immediate termination of this Agreement.

11. Contract Management: The contacts for this Agreement for COUNTY shall be both RCIT and Purchasing as listed below.

COUNTY Primary Contact:
Jim Smith
3450 14th Street
Riverside, CA 92501

COUNTY Secondary Contact:
Rick Hai
2980 Washington Street
Riverside, CA 92504

CONTRACTOR contact:
Shelly Bodine
20875 Crossroads Circle, Suite 1
Waukesha, WI 53186

11.1 Should Contract Management contact information change, the CONTRACTOR shall provide written notice with the updated information to the COUNTY no later than 10 business days after the change.

12. Termination:

12.1 COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

12.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

12.3 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

13. Conduct of Contractor:

13.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees

to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

13.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

13.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

13.4 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

14. Independent Contractor/Employment Eligibility/Non-Discrimination:

14.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

14.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

14.3 CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964

(P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Entire Agreement: This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
Kevin Jeffries, Chairman
Board of Supervisors

Dated: OCT 2 2 2019

ATTEST:
Kecia Harper
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Susanna Oh, Deputy County Counsel

Software One, Inc., a Wisconsin corporation

By: _____
Margarita Apodaca
Operations Analyst

Dated: 10/16/2019

By: _____
Laura Reyes
Account Team Manager

Dated: 10/16/2019

OCT 2 2 2019 3.14

Licensing Solution Provider Agreement Number PSA-0001530

Exhibit A
Microsoft Enterprise license subscription and services

Line	Description	Price Level	Markup %
1	Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups) M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5.	Level D Minus 2%	2.10
2	Enterprise Products Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite.	Level D	2.10
3	Additional Products M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.	Level D	2.10
4	Server and Tools Product (applies to Server and Cloud Enrollments only) SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.	Level D	2.10
5	All products for Select Plus Agreement No.7756479.		3.50
6	Microsoft Premier Support		2.10
7	Microsoft Unified Support Services		2.10
8	Microsoft Consulting Services		20.00

Licensing Solution Provider Agreement Number PSA-0001530

Exhibit B
License Support Provider (LSP) service rates

Line	Description	Certified Competency (Yes/No)	Hourly Rate
	Data and Artificial Intelligent		
1	Build Intelligent Apps	Yes	$175
2	Build Intelligent Agents	Yes	$175
3	Machine Learning	Yes	$175
4	Internet of Things	Yes	$175
5	Globally distributed data	Yes	$175
6	OSS Databases	Yes	$175
7	Cloud Scale Analytics	Yes	$175
8	Data Platform Modernization to Azure	Yes	$175
9	Windows Server on Azure	Yes	$175
10	Security & Management	Yes	$175
11	Datacenter Migration	Yes	$175
12	Modern Business Intelligence	Yes	$175
	Biz Apps		
1	Customer Service	No	$175
2	Field Service	No	$175
3	Marketing	No	$175
4	Talent	No	$175
5	Finance and Operations	No	$175
6	Business Central	No	$175
7	Power Apps	Yes	$175
8	Power BI	Yes	$175
	Apps and Infrastructure		
1	Azure Stack	Yes	$175
2	High Performance Compute	Yes	$175
3	Cloud Native Apps using Serverless	Yes	$175
4	Modernize Apps	Yes	$175
5	SAP on Azure	Yes	$175
6	Linux on Azure	Yes	$175
7	Dev Ops	Yes	$175
8	Business Continuity & Disaster Recovery	Yes	$175
9	Windows Server on Azure	Yes	$175
10	Security & Management	Yes	$175
11	Datacenter Migration	Yes	$175

Exhibit B (cont.)
License Support Provider (LSP) service rates

Line	Description	Certified Competency (Yes/No)	Hourly Rate
	Modern Workplace		
1	User Adoption & Change Management	Yes	$175
2	Security	Yes	$175
3	GDPR & Compliance	Yes	$175
4	Teamwork	Yes	$175
5	Calling & Meetings	Yes	$175
6	Modern Desktop	Yes	$175
7	Office 365 Migration Assistance	Yes	$175
7a	Mail	Yes	$175
7b	Teams	Yes	$175
7c	SharePoint	Yes	$175
7d	OneDrive	Yes	$175

Exhibit C
Microsoft LSP Participation Form

DAVE ROGERS
Assistant Chief Executive Officer
Chief Information Officer

JIM SMITH
Chief Technology Officer

JENNIFER HILBER, ACIO
Enterprise Applications Bureau

GUSTAVO VAZQUEZ, ACIO
Converged Communications Bureau
Public Safety Enterprise Communications

GIL MEJIA, ACIO
Technology Services Bureau

Microsoft LSP Participation Form

(RFQ #RIVCO-2020-RFQ-0000048 Attachment 3)

Complete this form and return to:	Payment should be made to:
Attention: Rick Hai E-mail: RHai@rivco.org	Riverside County Information Technology 3450 14th Street, Fourth Floor Riverside, CA 92501 County of Riverside TIN #: 95-6000930

Company Name: Software One, Inc.

Name: Shelly Bodine Title: SLED General Manager

Address: 20875 Crossroads Cir. STE 1

City: Waukesha, WI Zip Code: 53186 Telephone #: 800-400-9852

Fax #: Email: Shelly.Bodine@SoftwareONE.com

The County of Riverside is the host of the Microsoft Master Agreement No. 8084445. All questions regarding the products and licensing should be directed to Microsoft.

By signing below, I am agreeing to pay the participation fees for each enrollment that is established by leveraging the County of Riverside Master Agreement in accordance to the schedule referenced on RFQ #RIVCO-2020-RFQ-0000048 and any subsequent contracts and / or amendments.

By signing below, I also agree that all enrollments will be submitted to Microsoft direct, to report enrollment activity and comply to the payment schedule per RFQ #RIVCO-2020-RFQ-0000048 to Riverside County Information Technology.

Please reference the remittance information above for where to send the payment. Failure to comply may result in the award being rescinded.

Signature

9/16/2019
Date

Shelly Bodine
Printed Name

SLED General Manager
Title

DAVE ROGERS
Assistant Chief Executive Officer
Chief Information Officer

JIM SMITH
Chief Technology Officer

JENNIFER HILBER, ACIO
Enterprise Applications Bureau

GUSTAVO VAZQUEZ, ACIO
Converged Communications Bureau
Public Safety Enterprise Communications

GIL MEJIA, ACIO
Technology Services Bureau

Microsoft LSP Participation Form

(RFQ #RIVCO-2020-RFQ-0000048 Attachment 3)

Complete this form and return to:	**Payment should be made to:**
Attention: Rick Hai E-mail: RHai@rivco.org	Riverside County Information Technology 3450 14th Street, Fourth Floor Riverside, CA 92501 County of Riverside TIN #: 95-6000930

Company Name: **Software One, Inc.**

Name: **Shelly Bodine** Title: **SLED General Manager**

Address: **20875 Crossroads Cir. STE 1**

City: **Waukesha, WI** Zip Code: **53186** Telephone #: **800-400-9852**

Fax #: _____ Email: **Shelly.Bodine@SoftwareONE.com**

The County of Riverside is the host of the Microsoft Master Agreement No. 8084445. All questions regarding the products and licensing should be directed to Microsoft.

By signing below, I am agreeing to pay the participation fees for each enrollment that is established by leveraging the County of Riverside Master Agreement in accordance to the schedule referenced on RFQ #RIVCO-2020-RFQ-0000048 and any subsequent contracts and / or amendments.

By signing below, I also agree that all enrollments will be submitted to Microsoft direct, to report enrollment activity and comply to the payment schedule per RFQ #RIVCO-2020-RFQ-0000048 to Riverside County Information Technology.

Please reference the remittance information above for where to send the payment. Failure to comply may result in the award being rescinded.

Margarita Apodaca II
Signature

10/16/2019
Date

Margarita Apodaca
Printed Name

Operations Analyst
Title

Licensing Solution Provider Agreement Number PSA-0001530

Exhibit D
Microsoft LSP Reporting of Active Enrollments Form

LSP Name	*Company name*
RIVCO Contract ID	*RIVCO-20800-00x-xx/xx*
Microsoft Agreement Numbers	**01E69633, 01E73134, AND NEW**

Master Enrollment	Enrollment Number:	Enrollment Entity:	Start Date:	End Date:	Annual Spend	Enrollment Contact:	Enrollment Contact Email:	Enrollment Contact Tel:
8084445	*87654321*	*Riverside County Information Technology*	*1/01/12*	*12/31/16*	*$645,000.00*	*John Doe*	*John.Doe@riverside.org*	*951-555-1212*
							-	
							-	
							-	

Exhibit E
Master Agreement

Attached include the followings:

1) Signature Form
2) Microsoft Enterprise Agreement
3) Microsoft Enterprise Agreement Amendment

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **5-000004275258**

Doc Type: **Signature Form**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Country: **United States**

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.

Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

3

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

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Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	8084445

004-kayleed-S-04

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

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

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

Contract Document	Number or Code
Enterprise Agreement	X20-10209
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement> <Choose Enrollment/Registration>	Document Number or Code Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment to Contract Documents	CTM-CPT-OPT-FWK (new)

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

Customer	
Name of Entity (must be legal entity name)*	County of Riverside
Signature*	
Printed First and Last Name*	Richard R. Hai
Printed Title	Sr. Procurement Contract Specialist
Signature Date*	08/22/2019
Tax ID	

* *indicates required field*

FORM APPROVED COUNTY COUNSEL
BY SUSANNA N. OH DATE 8/22/19

[redacted] Microsoft Affiliate	
Microsoft Corporation	
Signature	
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	8/23/2019

Microsoft
Microsoft Corporation
AUG 23 2019
Chance Krail
Duly Authorized on behalf of
Microsoft Corporation

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

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

** indicates required field*

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

** indicates required field*

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

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

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **5-000004275258**

Doc Type: [redacted] **Agreement**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Country: **United States**

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.

Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

15

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

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Microsoft

Volume Licensing

Enterprise Agreement

State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at http://www.microsoft.com/licensing/contracts and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Affiliate" means

a. with regard to Customer,

(i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;

(ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and

(iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and

b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

"Use Rights" means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

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

2. *How the Enterprise program works.*

a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.

b. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. *Licenses for Products.*

a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.

b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.

c. **Applicable Use Rights.**

(i) **Products (other than Online Services).** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.

(ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.

d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.

e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.

(i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.

(ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.

f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. *Making copies of Products and re-imaging rights.*

a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.

b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.

c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

(i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.

(ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.

(iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.

(iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. *Transferring and reassigning Licenses.*

a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:

(i) an Affiliate, or

(ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an

operating division of Enrolled Affiliate or an Affiliate. (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from http://www.microsoft.com/licensing/contracts and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (includingthe applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.

c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. *Term and termination.*

a. **Term.** The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.

c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

(i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or

(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and

2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.

2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affilaite a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. **Effect of termination or expiration.** When an Enrollment expires or is terminated,

(i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.

(ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.

g. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

h. **Program updates.** Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

7. *Use, ownership, rights, and restrictions.*

a. **Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.

b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.

c. **Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.

d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) () separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.

e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. *Confidentiality.*

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. *Privacy and compliance with laws.*

a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.

b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection

law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. *Warranties.*

a. **Limited warranties and remedies.**

(i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.

(ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.

c. **Disclaimer. Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.**

11. *Defense of third party claims.*

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.

b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or

non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

12. *Limitation of liability.*

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate was required to pay for the applicable Products during the term of this Agreement, subject to the following:

a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.

b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.

d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. *Verifying compliance.*

a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.

b. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

c. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.

14. *Miscellaneous.*

a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.

b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.

c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.

d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.

e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.

f. **Assignment.** Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.

g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.

h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.

i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.

k. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.

l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: https://www.microsoft.com/licensing/servicecenter. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.

m. **Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.

o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at http://www.microsoft.com/enable.

p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on http://www.microsoft.com at such time.

q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

Microsoft Volume Licensing

Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

This form applies to:
- ☐ MBSA
- ☒ Agreement
- ☐ Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at https://licensing.microsoft.com.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861

Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

3. *Subscriptions manager.*

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

4. *Online services manager.*

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Luis **Last** Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-8114 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

5. *Customer Support Manager (CSM).*

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity* County of Riverside
Contact name*: First Luis **Last** Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-8114 **Fax**

6. *Primary contact information.*

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity* County of Riverside

Contact name*: First Jim Last Smith
Contact email address* jimsmith@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** CA **Postal code*** 92501-3861
Country* US
Phone* 951-231-5909 **Fax**

7. *Notices contact and online administrator information.*

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

☒ *Same as primary contact*
Name of entity*
Contact name*: First Last
Contact email address*
Street address*
City* **State/Province*** **Postal code***
Country*
Phone* **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **5-000004275258**

Doc Type: **Amendments**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Country: **United States**

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.

Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

3

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

8/23/2019 9:42:40 PM

Microsoft Volume Licensing

Amendment to Contract Documents

Agreement Number 8084445

004-kayleed-S-04

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

Enterprise Agreement Custom Terms CTM

1. Section 6a, "Term", is hereby amended and restated as follows:
   a. **Term.** The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

2. The pricing that Microsoft will offer Enrolled Affiliate's Reseller for Enrollments effective between November 1, 2019 through October 31, 2021, and that will apply for the entire initial term of such Enrollments, is as follows:

Product	Price Level	Examples include but are not limited to the following*:
Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups)	Level D minus 2%	M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5
Enterprise Products	Level D	Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite
Additional Products	Level D	M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.
Server and Tools Product (applies to Server and Cloud Enrollments only)	Level D	SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.

*The examples include online services that are available in either the commercial or government cloud offerings.

**Qualifying Enterprise Online Services are identified in the Product Terms with the cell value of "EO" in the tables for "Program Availability". The scope of Enterprise Online Services is subject to change as Enterprise Online Services are added, updated/revised or removed from the Enterprise program offering.

Exclusions apply to the additional 2% discount on Enterprise Online Services as follows:

- The price list month that applies to an order is not a factor in determining whether the additional 2% discount on Enterprise Online Services may be applied to an order. The only applicable factor is the effective date of the Enrollment.
- The discount does not apply to any extensions of the initial Term or renewal Enrollments.
- The discount does not apply to any promotional SKUs. Enrolled Affiliate is entitled to the lower of the promotional price or discounted price.

The price level that applies to Enrollments effective on or after November 1, 2021 is Level D for all Products.

The Reseller and the Enrolled Affiliate will determine the Enrolled Affiliate's actual price and payment terms.

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

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

Microsoft Internal Use Only:

Riverside County EA Amend 8.7.docx	CTM	CTM-CPT-OPT-FWK	BD

to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

13.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

13.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

13.4 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

14. Independent Contractor/Employment Eligibility/Non-Discrimination:

14.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

14.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

14.3 CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964

"Reporting of Active Enrollments" list submitted by December 15th of each year. Payment is due to Riverside County Information Technology thirty (30) days from invoice date.

10.1 Riverside County Information Technology (RCIT) will invoice the CONTRACTOR annually based on the enrollments verified. Payment is due to RCIT within thirty (30) days of invoice date. The COUNTY will not accept credit as a form of payment.

10.2 Failure to meet the administrative fee requirements herein and submit fees on a timely basis may constitute grounds for immediate termination of this Agreement.

11. Contract Management: The contacts for this Agreement for COUNTY shall be both RCIT and Purchasing as listed below.

COUNTY Primary Contact:
Jim Smith
3450 14th Street
Riverside, CA 92501

COUNTY Secondary Contact:
Rick Hai
2980 Washington Street
Riverside, CA 92504

CONTRACTOR contact:
Imran Yunus
1102 15th St. SW, Suite 102
Auburn, WA 98001

11.1 Should Contract Management contact information change, the CONTRACTOR shall provide written notice with the updated information to the COUNTY no later than 10 business days after the change.

12. Termination:

12.1 COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

12.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

12.3 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

13. Conduct of Contractor:

13.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees

officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

5.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

5.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

6. Contractor Responsibilities: CONTRACTOR will offer the following services to each Enrolled Affiliate at no additional charge. It is the responsibility of the Enrolled Affiliate to determine which products and/or services, if any, meet their needs and communicate that to the CONTRACTOR.

6.1 Provide reports showing year to date annual spend according to Enrolled Affiliate's specifications. Frequency will be determined by each Enrolled Affiliate (monthly, quarterly, etc.).

6.2 Provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment at the time of such amendment.

6.3 Provide an updated price list on an annual basis or when requested by Enrolled Affiliate.

7. CONTRACTOR's Microsoft Enterprise Agreement license subscription price attached hereto as Exhibit A and service rates attached hereto as Exhibit B.

8. CONTRACTOR's Microsoft Enterprise Agreement Participation Form attached hereto as Exhibit C and incorporated herein by reference.

9. Usage Reporting: CONTRACTOR will provide to COUNTY the Licensed Support Provider (LSP) Reporting of Active Enrollments to Master Microsoft Enterprise Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services, showing a list of enrollments by February 15th of each year. Forms shall be submitted electronically to MasterMicrosoftAdmin@rivcoit.org. A copy of the form is attached hereto as Exhibit D and incorporated herein by reference.

10. Administrative fees: CONTRACTOR will be charged .5% of the annual enrollment amount to leverage the Riverside County Master Microsoft Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services. This will be an annual fee, per enrollment inclusive of Affiliates Shadow Enrollments. Example: A three-year aggregated agreement with a contract amount of $300K, divisible by three years will result in an LSP Participation Fee of $500 annually (100K*.5%). RCIT will invoice the Awarded LSP annually based on the enrollments verified from the

ORIGINAL

Licensing Solution Provider Agreement Number PSA-0001531

This Licensing Solution Provider Agreement is made and entered into this 29th day of October 2019, by and between Zones, LLC., a Washington limited liability company ("CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY").

WHEREAS, COUNTY and Microsoft Corporation ("Microsoft") have entered into that certain Microsoft Enterprise Agreement (Master Agreement No. 8084445; the "Master Agreement"), effective August 23, 2019, under which COUNTY has the ability to enter into one or more enrollments to order certain Microsoft product licenses;

WHEREAS, CONTRACTOR desires to provide support to COUNTY and its Enrolled Affiliates (as defined in the Master Agreement) for said licenses under this Agreement and hereby represents that it has the skills, experience, and knowledge necessary to perform under this Agreement; and

WHEREAS, COUNTY desires to accept CONTRACTOR's services under this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. This Agreement covers all enrollments for all products licensed under the Master Agreement. All terms and conditions of the Master Agreement, attached as Exhibit E of this Agreement and incorporated by reference, shall apply to the purchase of related products and services.

2. This Agreement is available for use by all government entities within the State of California (an "Enrolled Affiliate") for the duration of the Term (defined below in section 4). Enrollment documents will contain the terms and conditions specific to each entity.

3. CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this agreement to each and every government entity in the State of California. Terms and conditions are governed by this Agreement, the Master Agreement, and the applicable enrollment documents for each entity. Entities shall make purchases in their own name, make direct payment to CONTRACTOR, and be liable directly to CONTRACTOR for all obligations.

   3.1 COUNTY shall in no way be responsible to CONTRACTOR for Enrolled Affiliates' purchases and obligations. COUNTY shall in no way be responsible to other entities for their purchases or any acts or omissions of CONTRACTOR, including but not limited to product selection or implementation, services or other related matters.

   3.2 CONTRACTOR shall notify Enrolled Affiliate in writing of the terms and conditions stated in Section 11.

4. This Agreement shall be effective from November 1, 2019 through October 31, 2021, unless terminated earlier (the "Term").

5. Hold Harmless/Indemnification:

   5.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services, or acts or omissions, of CONTRACTOR, its

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(P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Entire Agreement: This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
Kevin Jeffries, Chairman
Board of Supervisors

Dated: OCT 22 2019

Zones, LLC, a Washington limited liability company

By: _____
Ronald McFadden
Senior Vice President and Chief Financial Officer

Dated: 10/22/2019

ATTEST:
Kecia Harper
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Susanna Oh, Deputy County Counsel

OCT 22 2019 3.14

Licensing Solution Provider Agreement Number PSA-0001531

Exhibit A
Microsoft Enterprise license subscription and services

Line	Description	Price Level	Markup %
1	Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups) M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5.	Level D Minus 2%	2.00
2	Enterprise Products Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite.	Level D	2.00
3	Additional Products M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.	Level D	2.00
4	Server and Tools Product (applies to Server and Cloud Enrollments only) SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.	Level D	2.00
5	All products for Select Plus Agreement No.7756479.		2.00
6	Microsoft Premier Support		2.00
7	Microsoft Unified Support Services		2.00
8	Microsoft Consulting Services		2.00

Licensing Solution Provider Agreement Number PSA-0001531

Exhibit B
License Support Provider (LSP) service rates

Line	Description	Certified Competency (Yes/No)	Hourly Rate
	Data and Artificial Intelligent		
1	Build Intelligent Apps	Yes	$170
2	Build Intelligent Agents	No	$0
3	Machine Learning	Yes	$170
4	Internet of Things	Yes	$170
5	Globally distributed data	No	$0
6	OSS Databases	No	$0
7	Cloud Scale Analytics	No	$0
8	Data Platform Modernization to Azure	Yes	$170
9	Windows Server on Azure	Yes	$170
10	Security & Management	Yes	$195
11	Datacenter Migration	Yes	$195
12	Modern Business Intelligence	Yes	$170
	Biz Apps		
1	Customer Service	Yes	$170
2	Field Service	Yes	$170
3	Marketing	Yes	$170
4	Talent	Yes	$170
5	Finance and Operations	Yes	$170
6	Business Central	No	$0
7	Power Apps	Yes	$170
8	Power BI	Yes	$170
	Apps and Infrastructure		
1	Azure Stack	Yes	$170
2	High Performance Compute	Yes	$170
3	Cloud Native Apps using Serverless	Yes	$170
4	Modernize Apps	Yes	$170
5	SAP on Azure	No	$0
6	Linux on Azure	No	$0
7	Dev Ops	Yes	$170
8	Business Continuity & Disaster Recovery	Yes	$170
9	Windows Server on Azure	Yes	$170
10	Security & Management	Yes	$170
11	Datacenter Migration	Yes	$170

Exhibit B (cont.)
License Support Provider (LSP) service rates

Line	Description	Certified Competency (Yes/No)	Hourly Rate
	Modern Workplace		
1	User Adoption & Change Management	Yes	$170
2	Security	Yes	$170
3	GDPR & Compliance	Yes	$170
4	Teamwork	Yes	$170
5	Calling & Meetings	Yes	$170
6	Modern Desktop	Yes	$170
7	Office 365 Migration Assistance	Yes	$170
7a	Mail	Yes	$170
7b	Teams	Yes	$170
7c	SharePoint	Yes	$170
7d	OneDrive	Yes	$170

Exhibit C
Microsoft LSP Participation Form

DAVE ROGERS
Assistant Chief Executive Officer
Chief Information Officer

JIM SMITH
Chief Technology Officer

JENNIFER HILBER, ACIO
Enterprise Applications Bureau

GUSTAVO VAZQUEZ, ACIO
Converged Communications Bureau
Public Safety Enterprise Communications

GIL MEJIA, ACIO
Technology Services Bureau

Microsoft LSP Participation Form
(RFQ #RIVCO-2020-RFQ-0000048 Attachment 3)

Complete this form and return to:	Payment should be made to:
Attention: Rick Hai E-mail: RHai@rivco.org	Riverside County Information Technology 3450 14th Street, Fourth Floor Riverside, CA 92501 County of Riverside TIN #: 95-6000930

Company Name: Zones, LLC

Name: Imran Yunus Title: VP Sales

Address: 13915 Cerritos Corporate Drive, Suite A

City: Cerritos, Zip Code: 90703 Telephone #: 310-766-0124

Fax #: 253-288-6795 Email: PublicSector@zones.com

The County of Riverside is the host of the Microsoft Master Agreement No. 8084445. All questions regarding the products and licensing should be directed to Microsoft.

By signing below, I am agreeing to pay the participation fees for each enrollment that is established by leveraging the County of Riverside Master Agreement in accordance to the schedule referenced on RFQ #RIVCO-2020-RFQ-0000048 and any subsequent contracts and / or amendments.

By signing below, I also agree that all enrollments will be submitted to Microsoft direct, to report enrollment activity and comply to the payment schedule per RFQ #RIVCO-2020-RFQ-0000048 to Riverside County Information Technology.

Please reference the remittance information above for where to send the payment. Failure to comply may result in the award being rescinded.

Signature	Sep 18, 2019
	Date
Jon Bailey	VP, Business & Legal Affairs
Printed Name	Title

All pricing is confidential

Licensing Solution Provider Agreement Number PSA-0001531

Exhibit D
Microsoft LSP Reporting of Active Enrollments Form

LSP Name	*Company name*
RIVCO Contract ID	*RIVCO-20800-00x-xx/xx*
Microsoft Agreement Numbers	**01E69633, 01E73134, AND NEW**

Master Enrollment	Enrollment Number:	Enrollment Entity:	Start Date:	End Date:	Annual Spend	Enrollment Contact:	Enrollment Contact Email:	Enrollment Contact Tel:
8084445	*87654321*	*Riverside County Information Technology*	*1/01/12*	*12/31/16*	*$645,000.00*	*John Doe*	*John.Doe@riverside.org*	*951-555-1212*

Exhibit E
Master Agreement

Attached include the followings:

1) Signature Form
2) Microsoft Enterprise Agreement
3) Microsoft Enterprise Agreement Amendment

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **5-0000004275258**

Doc Type: **Signature Form**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Country: **United States**

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.

Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

3

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

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Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	8084445

004-kayleed-S-04

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

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

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

Contract Document	Number or Code
Enterprise Agreement	X20-10209
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement> <Choose Enrollment/Registration>	Document Number or Code Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment to Contract Documents	CTM-CPT-OPT-FWK (new)

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

Customer	
Name of Entity (must be legal entity name)*	County of Riverside
Signature*	
Printed First and Last Name*	Richard R. Hai
Printed Title	Sr. Procurement Contract Specialist
Signature Date*	08/22/2019
Tax ID	

** indicates required field*

FORM APPROVED COUNTY COUNSEL
BY: SUSANNA N. OH DATE 8/22/19

600

Microsoft Affiliate	
Microsoft Corporation	
Signature	
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	8/23/2019

Microsoft
Microsoft Corporation
AUG 23 2019
Chance Krail
Duly Authorized on behalf of
Microsoft Corporation

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

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

* *indicates required field*

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

* *indicates required field*

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

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

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **5-000004275258**

Doc Type: [redacted] **Agreement**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Country: **United States**

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.

Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

15

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

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Microsoft Volume Licensing

Enterprise Agreement State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at http://www.microsoft.com/licensing/contracts and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Affiliate" means

a. with regard to Customer,

(i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;

(ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and

(iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and

b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

"Use Rights" means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

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

2. *How the Enterprise program works.*

a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.

b. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. *Licenses for Products.*

a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.

b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.

c. **Applicable Use Rights.**

(i) **Products (other than Online Services).** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.

(ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.

d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.

e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.

(i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.

(ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.

f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. *Making copies of Products and re-imaging rights.*

a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.

b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.

c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

(i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.

(ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.

(iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.

(iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. *Transferring and reassigning Licenses.*

a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:

(i) an Affiliate, or

(ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an

operating division of Enrolled Affiliate or an Affiliate. (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from http://www.microsoft.com/licensing/contracts and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (includingthe applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.

c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. *Term and termination.*

a. **Term.** The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.

c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

(i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or

(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and

2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.

2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affilaite a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. **Effect of termination or expiration.** When an Enrollment expires or is terminated,

(i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.

(ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.

g. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

h. **Program updates.** Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

7. *Use, ownership, rights, and restrictions.*

a. **Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.

b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.

c. **Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.

d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) () separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.

e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. *Confidentiality.*

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. *Privacy and compliance with laws.*

a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.

b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection

law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. Warranties.

a. **Limited warranties and remedies.**

(i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.

(ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.

c. **Disclaimer. Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.**

11. Defense of third party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.

b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or

non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

12. *Limitation of liability.*

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate was required to pay for the applicable Products during the term of this Agreement, subject to the following:

a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.

b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.

d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. *Verifying compliance.*

a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.

b. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

c. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.

14. *Miscellaneous.*

a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.

b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.

c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.

d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.

e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.

f. **Assignment.** Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.

g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.

h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.

i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.

k. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.

l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: https://www.microsoft.com/licensing/servicecenter. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.

m. **Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.

o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at http://www.microsoft.com/enable.

p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on http://www.microsoft.com at such time.

q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

Microsoft Volume Licensing

Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

This form applies to:
- ☐ MBSA
- ☒ Agreement
- ☐ Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at https://licensing.microsoft.com.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861

Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

3. *Subscriptions manager.*

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

4. *Online services manager.*

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Luis **Last** Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-8114 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

5. *Customer Support Manager (CSM).*

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity* County of Riverside
Contact name*: First Luis **Last** Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-8114 **Fax**

6. *Primary contact information.*

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity* County of Riverside

Contact name*: First Jim **Last** Smith
Contact email address* jimsmith@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** CA **Postal code*** 92501-3861
Country* US
Phone* 951-231-5909 **Fax**

7. Notices contact and online administrator information.

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

☒ *Same as primary contact*
Name of entity*
Contact name*: First **Last**
Contact email address*
Street address*
City* **State/Province*** **Postal code***
Country*
Phone* **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **5-0000004275258**

Doc Type: **Amendments**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Country: **United States**

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.

Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

3

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

8/23/2019 9:42:40 PM

Microsoft Volume Licensing

Amendment to Contract Documents

Agreement Number 8084445

004-kayleed-S-04

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

Enterprise Agreement Custom Terms CTM

1. Section 6a, "Term", is hereby amended and restated as follows:
   a. **Term.** The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

2. The pricing that Microsoft will offer Enrolled Affiliate's Reseller for Enrollments effective between November 1, 2019 through October 31, 2021, and that will apply for the entire initial term of such Enrollments, is as follows:

Product	Price Level	Examples include but are not limited to the following*:
Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups)	Level D minus 2%	M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5
Enterprise Products	Level D	Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite
Additional Products	Level D	M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.
Server and Tools Product (applies to Server and Cloud Enrollments only)	Level D	SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.

*The examples include online services that are available in either the commercial or government cloud offerings.

**Qualifying Enterprise Online Services are identified in the Product Terms with the cell value of 'EO' in the tables for "Program Availability". The scope of Enterprise Online Services is subject to change as Enterprise Online Services are added, updated/revised or removed from the Enterprise program offering.

Exclusions apply to the additional 2% discount on Enterprise Online Services as follows:

- The price list month that applies to an order is not a factor in determining whether the additional 2% discount on Enterprise Online Services may be applied to an order. The only applicable factor is the effective date of the Enrollment.
- The discount does not apply to any extensions of the initial Term or renewal Enrollments.
- The discount does not apply to any promotional SKUs. Enrolled Affiliate is entitled to the lower of the promotional price or discounted price.

The price level that applies to Enrollments effective on or after November 1, 2021 is Level D for all Products.

The Reseller and the Enrolled Affiliate will determine the Enrolled Affiliate's actual price and payment terms.

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

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

Microsoft Internal Use Only:

Riverside County EA Amend 8.7.docx	CTM	CTM-CPT-OPT-FWK	BD

TEHAMA COUNTY HEALTH SERVICES AGENCY

MICHELLE D. SCHMIT
EXECUTIVE DIRECTOR

ROSA CUMPSTON
ASSISTANT EXECUTIVE DIRECTOR, ADMINISTRATION

MICHELLE ROSS
ASSISTANT EXECUTIVE DIRECTOR, PROGRAM

ADMINISTRATIVE & FISCAL/DATA DIVISION
818 MAIN STREET
MAILING ADDRESS: PO BOX 400, RED BLUFF, CA 96080

(530) 527-8491
FAX (530) 527-0240

HEALTH SERVICES AGENCY / ADMINISTRATION
MICROSOFT ENTERPRISE LICENSE AGREEMENT RENEWAL
June 24, 2026

The Health Services Agency (HSA) Operational Software Platform is facilitated through a Microsoft Enterprise License Agreement. HSA has utilized this platform with great efficacy for more than a decade. We request a three-year renewal for services, as the current agreement expires on June 30, 2026. All requested software meets the standards established in the County's IT assessment process, is tried and proven, and meets the HIPAA (Health Insurance Portability and Accountability Act) Security Rule and NIST (National Institute of Standards and Technology) standards.

We request to:

a) Renew the Enterprise License Agreement for the term of three years.

b) Request to find it in the best interest of the County to waive the formal bid process for said renewal, and per the configuration as outlined herewith.

c) Request authorization for the Purchasing Agent to issue a purchase order to CDW-Government for acquisition of annual Microsoft Enterprise Licenses in accordance with the Agreement for years two and three of the Agreement; and

d) Authorization to sign required accompanying Volume Licensing Program Signature Forms required by Microsoft.

The Microsoft Enterprise License Agreement:

- Meets the requirement of our Electronic Medical Record (EMR) systems, which require us to utilize Microsoft SQL server.
- Meets the requirement of continued integration for our Microsoft Server Configurations
- Facilitates the Windows operating system, Email/Exchange, Office Suite, Teams Communications and Conferencing, SharePoint, Visio, Power Apps and more.
- Upgrades from Office 365 G3 to Microsoft 365 G3, which includes all Office 365 features plus Windows 10 Enterprise and Enterprise Mobility.
- Upgrades Security to G5 which enhances threat protection, automated email phishing investigations, compromised user account detection and recommendations for mitigation, and advanced user identity and access management for all TCHSA systems including the network.
- Integrates a "Keep It Current" model via routine version and release updates as available and as part of the Agreement.
- Offers flexibility and scalability, meeting the demands for increase or decrease of licensing based upon current needs on a real-time basis.
- Allows for stability and predictability in budgeting by incorporating a fixed cost for the three-year term.

The following costs will be budgeted for the 26-27 fiscal year:

Item #	Description	Qty	Unit/Yr	Total/Yr
AAL-45735	M365 G5 GCC Sub Per User	200	$624.49	$124,898.00
7MS-00001	Planner & Project P3 GCC Sub Per User	5	$279.38	$1,396.90
J8S-00003	Power Apps Per App GCC Sub 1 App or Website	20	$54.78	$1,095.60
SFR-00001	Power Automate GCC Sub Per User	24	$164.34	$3,944.16
9M-00003	Power BI Premium USL AD GCC Sub Add-on	5	$93.13	$465.65
P3U-00001	Visio P2 GCC Sub Per User	9	$139.69	$1,257.21
VA1-00001	Teams Rooms Pro GCC Sub Per Device	3	$438.24	$1,314.72
	Sub Total For User Device Based Applications			***$134,372.24***
7NQ-00292	SQL Server Standard Core ALng SA 2L	25	$627.73	$15,693.25
AAA-35418	Azure Monetary Commitment Provision	1	$0.00	$36,000.00
	Sub Total for Server Based Applications			***$51,693.25***
	Total Annual Cost for Microsoft Enterprise Licenses			***$186,065.49***

The County requests to use the Licensing Solution Provider Agreement PSA-0001522 through CDW-Government as indicated by the County of Riverside RFQ# RIVCO-2020-0000048. Utilizing this agreement meets all bidding criteria and allows the County to take advantage of special low pricing without the time and expense involved in the formal bid process.

Financial Impact: The cost of the software licensing is included in our proposed budget for 26-27 fiscal year in the account 53220, Office Supplies, and allocated to each Health Services Agency (HSA) budget units as follows:

BUDGET UNIT	***COST ALLOCATION***
Clinic Budget Unit 40251	$31,407.85
Drug & Alcohol Budget Unit 40171	$27,481.88
Mental Health Budget Unit 40131	$73,793.57
Public Health Budget Unit 40121	$53,382.19
Total Amount Allocated in Budget Units	**$186,065.49**

These costs are allocated to all programs within each budget unit allowing for reimbursement from 1991 Health Realignment, 1991 Mental Health Realignment, 2011 Behavioral Health Realignment, Federal and State program allocations and grant allocations. No County General Fund dollars are requested.

If HSA does not move forward with the requested Agreement and purchase, functionality of our devices, systems and servers will be non-existent, posing great harm to HSA's ability to perform essential services to our community. Implementing alternative operational software would require a complete re-vamp of our current processes, resulting in a greatly increased cost and extensive down time. The Microsoft Enterprise License Agreement has proven itself as the most reliable, cost effective, and security driven operations software available, and is globally accepted as a leader in this arena.

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	8084445

AMD000500646

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

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

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

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10637
Sub250 Form	W29
Product Selection Form	3185818.003_PSF
Enterprise Amendment	M97 - (92000722)

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

Customer
Name of Entity (must be legal entity name)* Tehama County Health Services Agency (TCHSA), CA
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature _____ **Printed First and Last Name** **Printed Title** **Signature Date** (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

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

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

** indicates required field*

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

** indicates required field*

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

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

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

Microsoft

Enterprise Enrollment State and Local

Enterprise Enrollment number *(Microsoft to complete)*	92000722
Previous Enrollment number *(Reseller to complete)*	53053831

Framework ID *(if applicable)*

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

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

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

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

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

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

Terms and Conditions

1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Order requirements.

a. Minimum order requirements. Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

(i) Enterprise commitment. Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

(ii) Enterprise Online Services only. If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

b. Additional Products. Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. Use Rights for Enterprise Products. For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. Country of usage. Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. Resellers. Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. Adding Products.

(i) Adding new Products not previously ordered. New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

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(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced as long as (a) the initial order minimum requirements are maintained and (b) the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available. Subscription Licenses ordered upfront may not be reduced.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

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Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) True-up order period. The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The last true-up order or update statement during an Enrollment term is due within 30 days prior to the Expiration Date, and any license reservations within this 30-day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

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

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. Setting Prices. Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

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

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5. *End of Enrollment term and termination.*

a. General. At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. Renewal option. At the Expiration Date of the initial term, Enrolled Affiliate may request to renew Products and Services under this Enrollment for one additional 36-month term. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements or Enrollments in order to renew. In order for a renewal request to be considered, Microsoft must receive a Renewal Form, Product Selection Form, and renewal request prior to or at the Expiration Date. Microsoft will review a renewal request made under this section in good faith and may accept or reject such request in its sole discretion.

c. If Enrolled Affiliate elects not to renew.

(i) Software Assurance. If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) Online Services eligible for an Extended Term. For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

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

2) Cancellation during Extended Term. At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.

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

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

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

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

6. Government Community Cloud.

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

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. Use Rights for Government Community Cloud Services. For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

(i) Government Community Cloud Services will be offered only within the United States.

(ii) Additional European Terms, as set forth in the Use Rights, will not apply.

(iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

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Enrollment Details

1. Enrolled Affiliate's Enterprise.

Make an election for including Affiliates in the Enterprise (Required).

Check **only one box** in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ **Enrolled Affiliate only.**

☐ **All Affiliates.** All Affiliates of Enrolled Affiliate are hereby included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

☐ **Enrolled Affiliate including.** Only the Enrolled Affiliate and the Affiliates listed below will be included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

The following Affiliates are included in the Enterprise:

Notwithstanding anything to the contrary in the Agreement, the parties acknowledge and agree to the following:

Products ordered under this Enrollment may be subject to U.S. and other countries' export jurisdictions. Each party will comply with all laws and regulations applicable to the import or export of the Products, including, without limitation, trade laws of the U.S., EU, and UK, such as the U.S. Export Administration Regulations, sanctions regulations administered by the U.S. Office of Foreign Assets Control, the EU Dual Use Regulation 2021/821, and/or other end-user, end use, and destination restrictions ("Trade Laws"). Customer will not, and will ensure its Affiliates will not, take any action that causes Microsoft to violate applicable Trade Laws. Microsoft may suspend or terminate this Enrollment immediately without notice to the extent that Microsoft reasonably believes that performance would cause it to violate Trade Laws or put it at risk of becoming subject to sanctions and penalties under such laws. Customer remains responsible for its and for its Affiliates' compliance with this section and, to the extent applicable, a Regional Trade Compliance Supplemental Terms incorporated herein by reference.

2. Contact information.

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

a. Primary contact. This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact may also be an Online Administrator for Volume Licensing

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in the Microsoft 365 Admin Center (MAC)and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* Tehama County Health Services Agency (TCHSA), CA
Contact name: First* Steven **Middle** **Last*** Remington
Contact email address* remingtons@tchsa.net
Street address* 818 Main St
City* Red Bluff
State* CA
Postal code* 96080-2759-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 5305278491
Tax ID
Work or School (WSA) Account ID remingtons@tchsa.net
** indicates required fields*

b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for Volume Licensing in the Microsoft 365 Admin Center (MAC)and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

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

Contact name: First* Steven **Middle** **Last*** Remington
Contact email address* remingtons@tchsa.net
Street address* 818 Main St
City* Red Bluff
State* CA
Postal code* 96080-2759-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 5305278491
Work or School (WSA) Account ID remingtons@tchsa.net
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

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

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

Contact name: First* **Middle** **Last***
Contact email address*
Phone*
Work or School (WSA) Account ID
This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

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

Reseller company name* CDW Logistics LLC.
Street address (PO boxes will not be accepted)* 2 Corporate Dr Suite 800
City* Shelton
State* CT
Postal code* 06484-6249
Country* United States
Contact name* BrentCameron
Phone* 847-968-0700
Contact email address* brencam@cdw.com
** indicates required fields*

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

Signature*	
Printed name*	Santiago Cavazos
Printed title*	Software Contract Specialist
Date*	05/28/2026

** indicates required fields*

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

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional notices contact
(ii) Software Assurance manager
(iii) Subscriptions manager
(iv) Customer Support Manager (CSM) contact

3. Financing elections.

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

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

Physically Submitted

Proposal ID

3185818.003

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:				
Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	200	200	1.0	User Licenses

Products	Enterprise Quantity
Microsoft 365 Enterprise	
M365 G5 GCC	200

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	200	200	200	200

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

Notes

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

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: In the following countries, any direct Enrollment consisting of only Enterprise Online Services will not be eligible for the Renewal option described in Section 5.b. of the Enrollment or for a new Enrollment due to program changes: Argentina, Australia, Austria, Belgium, Canada, Chile, Cyprus, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Jamaica, Italy, Lichtenstein, Luxemburg, Malta, Netherlands, Norway, Portugal, Puerto Rico, South Africa, Spain, Sweden, Switzerland, Trinidad & Tobago, United Kingdom, United States, and Uruguay.

Note 2: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 3: Unless otherwise indicated in the associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.

Note 4: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

Amendment to Contract Documents

Enrollment Number

AMD000500646

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

Enterprise Enrollment
Invoice for Quoted Price
Amendment ID M97

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

SKU Number	SKU Description	Existing Quantity	Incremental quantities
7MS-00001	Planner & Project P3 GCC Sub Per User	5	0
J8S-00003	Power Apps Per App GCC Sub 1 App or Website	20	0
P3U-00001	Visio P2 GCC Sub Per User	9	0
AAL-45735	M365 G5 GCC Sub Per User	0	200
1O5-00001	Power Automate Premium GCC Sub Per User	0	24
9IM-00003	Power BI Premium USL AO GCC Sub Add-on	0	5
VA1-00001	Teams Rooms Pro GCC Sub Per Device	0	3

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

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

Microsoft Internal Use Only:

"(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Dec2025)(IU).docx"		M97	Lime

Enterprise

Sub 250 Program
Amendment ID W29

The parties agree that the Enrollment is amended as follows:

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

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

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

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

a. Minimum Order Requirements. Enrolled Affiliate's Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.

(i) Initial Order. Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.

(ii) If choosing Enterprise Products. If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.

(iii) Additional Products. Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

(iv) Country of Usage. Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

(v) Enterprise Online Services only. If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 25 Subscription Licenses for Enterprise Online Services.

3. Software Assurance renewal.

Renewing Software Assurance: If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.	☒

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

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

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

Program	License ID Number	Expiration Date
Enterprise	53053831	6/30/2026

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Previous Enrollment(s)/Agreement(s) Form

Entity Name: Tehama County Health Services Agency (TCHSA), CA
Contract that this form is attached to: State Local Government

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

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.

b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.

c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.

d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).

e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	53053831	X	X

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	8084445

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

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

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

Contract Document	Number or Code
Server and Cloud Enrollment	X20-12649
Product Selection Form	X20-12875 (New)

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

Customer
Name of Entity (must be legal entity name)* Tehama County Health Services Agency
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature _____
Printed First and Last Name
Printed Title
Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

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

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

** indicates required field*

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

** indicates required field*

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

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

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

Microsoft

Server and Cloud Enrollment

State and Local

Server and Cloud Enrollment number *Microsoft to complete*	85206735
Previous Enrollment number *Reseller to complete*	76577723

Framework ID *(if applicable)*	

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

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

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Microsoft Products and Services Data Protection Addendum, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, (7) the Online Services Supplemental Terms and Conditions if the Enterprise Agreement is a version 2010 or earlier and Enrolled Affiliate is ordering Online Services, and (8) any order submitted under this Enrollment. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement. If this Enrollment is entered into under an Enterprise Agreement version 2009 or earlier, the terms and conditions of this Enrollment supersede any conflicting terms and conditions in the Enterprise Agreement with respect to Products licensed under this Enrollment.

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

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

Prior Enrollment(s). If renewing Software Assurance or Subscription Licenses from another Enrollment or agreement, the previous Enrollment or agreement number must be identified in the appropriate box above. If renewing from multiple Enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

Physically Signed

Terms and Conditions

1. Definitions.

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

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

"Azure Government Services" means one or more of the services or features Microsoft makes available to Enrolled Affiliate under this Enrollment and identified at http://azure.microsoft.com/en-us/regions/#services, which are Government Community Cloud Services.

"Baseline Agreements" means all Microsoft license agreements, including, without limitation, volume licensing agreements, OEM licenses and retail licenses, under which any Affiliate in the Enterprise uses the selected Server and Tools Products. Baseline Agreements do not include any Service Provider License Agreements or Independent Software Vendor Royalty License and Distribution Agreements under which the Enterprise has the right to provide software services or unified solutions to unaffiliated end users.

"Baseline Licenses" means Existing Baseline Licenses and New Baseline Licenses, collectively.

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

"Existing Baseline Licenses" means all Licenses in use by any Affiliate in the Enterprise for the selected Server and Tools Products that were obtained under any Baseline Agreement before this Enrollment.

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

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

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

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

"Microsoft Azure Services" means one or more of the Microsoft Azure services or features made available to Enrolled Affiliate under this Enrollment by Microsoft and identified at http://www.windowsazure.com/en-us/home/features/overview/, except Microsoft Azure Marketplace (which is governed by separate terms).

"New Baseline Licenses" means the quantity of Licenses for Server and Tools Products ordered under this Enrollment in excess of the Existing Baseline Licenses.

"Product Family" or "Family" means the group of Products designated as a Product Family on the Product Selection Form.

"Product Selection Form" means the document provided by Microsoft or Enrolled Affiliate's Reseller that (1) identifies all Baseline Licenses, (2) defines the Product Families, (3) establishes the Enrolled Affiliate's price levels for each Product pool and (4) specifies the minimum quantity of Licenses that must be ordered to qualify for this Enrollment.

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

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

"Server and Tools Product" means any Product identified as such in the Product Selection Form and chosen by Enrolled Affiliate to be included under this Enrollment.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district,

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or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

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

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

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

2. *Product Use Rights and Service Level Agreement.*

Enrolled Affiliate and its Enterprise may download, install and use software Products and access and use Online Services ordered under this Enrollment subject to the terms of this Enrollment, the applicable Use Rights and the Product Terms. In addition to applicable use rights terms of the Enterprise Agreement, the following terms apply to this Enrollment:

a. All terms and conditions applicable to Microsoft Azure Services also apply to Azure Government Services, except as otherwise noted in the Use Rights and this Enrollment.

b. Use Rights for Server and Tools Products. For Server and Tools Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

3. *Order requirements.*

a. Minimum order requirements.

(i) Server and Tools Products.

1) Existing Baseline Licenses. When ordering a Server and Tools Product other than Microsoft Azure, Enrolled Affiliate must identify all Existing Baseline Licenses for the applicable Server and Tools Product Family. Perpetual Licenses owned by the Enterprise but not identified as Existing Baseline Licenses in the applicable Product Family at the start of this Enrollment may not be used during this Enrollment term.

2) Initial Order. Enrolled Affiliate's initial order must meet the minimum purchase requirements for at least one Product Family. For every applicable Product Family except Microsoft Azure the initial order must also include the following:

A. Software Assurance on all perpetual Existing Baseline Licenses that have been continuously covered under Software Assurance;

B. License with Software Assurance or Subscription License for each Existing Baseline License that has not been continuously covered under Software Assurance; and

C. License with Software Assurance or Subscription Licenses for all New Baseline Licenses.

3) Effect of Subscription License coverage on Existing Baseline Licenses. If Enrolled Affiliate orders Subscription Licenses for any Existing Baseline Licenses, the following provisions will apply for the duration of this Enrollment, notwithstanding any provisions to the contrary in the Baseline Agreements:

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A. The use rights for those Existing Baseline Licenses will be superseded and replaced by the use rights for the Subscription Licenses.

B. The Existing Baseline Licenses shall be non-transferrable.

C. The Enrolled Affiliate and its Affiliates must continue to perform any obligations under their Baseline Agreement(s), including but not limited to making payments for any of the Existing Baseline Licenses.

D. When this Enrollment expires or is terminated, the Enrolled Affiliate or its Affiliates, as applicable, will have the rights under the Baseline Agreement(s) that it had as of the effective date of this Enrollment, unless it exercises its buy-out option as provided in this Enrollment.

b. Additional Products. Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.

c. Country of Usage. Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any subsequent orders.

d. Resellers. Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

e. Adding Products.

(i) Adding new Products not previously ordered.

1) New Server and Tools Products may be added by contacting a Microsoft Account Manager or Reseller.

2) New Server and Tools Products included in a previously ordered Product Family may be added at any time but must be included in the next annual true-up order.

3) Orders for new Additional Products, other than Online Services, must be placed in the month the Additional Product is first used.

4) Subscription Licenses for new Online Services other than Microsoft Azure Services must be ordered prior to use.

5) Microsoft Azure Services may be added as provided in the Product Terms.

(ii) Adding Licenses for previously ordered Products.

1) Additional Licenses for previously ordered Products may be added at any time but must be included in the next annual true-up order.

2) Additional Subscription Licenses for Online Services must be ordered prior to use unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

f. True-up requirements. Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) Annual order period. A true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The lasttrue-up order or update statement during an Enrollment term is due within 30 days prior to the Expiration Date. Enrolled Affiliate may submit true-up orders more often to account for increases in

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Product usage, but an annual true-up order or update statement must still be received by Microsoft during the annual order period.

(ii) True-up order. Enrolled Affiliate must determine the maximum number of Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase. For Subscription Licenses for Products other than Online Services, the true-up order must indicate the initial use date(s) for each additional Subscription License ordered. For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use, and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

(iii) Update statement. An update statement must be submitted if there has been no change in the number of Products used within Enrolled Affiliate's Enterprise since the latter of the initial order, the last true-up order, or the prior anniversary date. This update statement must be signed by Enrolled Affiliate's authorized representative.

(iv) Subscription License reductions. Enrolled Affiliate may reduce the quantity of Subscription Licenses only on the Enrollment anniversary date on a prospective basis if permitted in the Product Terms as follows:

1) For Server and Tools Products available as Subscription Licenses, Licenses may be reduced only as long as the minimum order requirements are maintained. If reducing Subscription Licenses that cover Existing Baseline Licenses, Enrolled Affiliate may not use or transfer those Existing Baseline Licenses for the remainder of the term.

2) For Online Services available as Additional Product Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, the applicable Subscription License will be cancelled.

Subscription Licenses added after the initial order may not be reduced on the anniversary date immediately following the order but must remain in effect at least until the subsequent anniversary date. Notwithstanding the foregoing, Microsoft Azure Monetary Commitment added after the initial order may be reduced on any anniversary date.Invoices will be adjusted to reflect any reductions in Subscription Licenses and will be effective as of the Enrollment anniversary date. Except as otherwise prohibited in this section, Enrolled Affiliate may reduce Subscription Licenses on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this sentence will be invoiced to the Enrolled Affiliate for the time period the licenses were made available.

(v) Late true-up order. If the annual true-up order is not received when due:

1) Microsoft will invoice Enrolled Affiliate's Reseller for the following year for the quantity of Subscription Licenses ordered in the prior year; however, such invoice will not constitute a waiver of the annual order requirement;

2) Subscription License reductions will not take effect until the following Enrollment anniversary date (or at Enrollment renewal, as applicable); and

3) Microsoft may invoice Enrolled Affiliate's Reseller for all Reserved Licenses not previously invoiced.

g. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up order process.

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(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

h. Clerical Errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

i. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Agreement.

4. Pricing.

a. Price levels. Each Product is assigned to a Product pool as shown on the Product Terms. Price levels (A, B, C, or D) are set separately for each pool. Price levels for the applicable Product pools are set forth in the Product Selection Form. Enrolled Affiliate's price level for each Product pool under this Enrollment will be Level D.

b. Setting prices. Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Microsoft's prices for Resellers for each Product or Service ordered (except for Microsoft Azure Services) are fixed throughout the applicable Enrollment term.

5. Payment terms.

a. License with Software Assurance and Software Assurance. For the initial and any renewal order for License with Software Assurance and Software Assurance, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments unless indicated otherwise. The first installment will be invoiced to Enrolled Affiliate's Reseller upon Microsoft's acceptance of this Enrollment and additional installments will be invoiced on each Enrollment anniversary date. Subsequent orders will be invoiced to Enrolled Affiliate's Reseller upon acceptance of the order and must be paid upfront.

b. Subscription Licenses (except Microsoft Azure Services). Microsoft will invoice Enrolled Affiliate's Reseller annually in full upon acceptance of each order. Microsoft will invoice Reseller for annual orders on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront.

c. Microsoft Azure services. Invoicing for Microsoft Azure Services is described in the Product Terms.

6. End of Enrollment term and termination.

a. General. At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but for which it has not previously submitted an order.

b. End of term rights for Server and Tools Products. Provided Enrolled Affiliate has paid for all required Licenses, including any Baseline Licenses, on the Expiration Date Enrolled Affiliate will have the following rights:

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(i) **Existing Baseline Licenses with continuous Software Assurance.** For perpetual Existing Baseline Licenses continuously covered by Software Assurance, Enrolled Affiliate will have perpetual Licenses to use the latest version of the Product available (or any prior version) as of the Expiration Date, provided that the Existing Baseline Licenses are fully paid.

(ii) **New Baseline Licenses.** For New Baseline Licenses (excluding Subscription Licenses), Enrolled Affiliate will have perpetual Licenses to use the latest version of the Product available (or any prior version) as of the Expiration Date.

c. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate may request to renew Products and Services under this Enrollment for one additional 36-month term. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements or Enrollments in order to renew. In order for a renewal request to be considered, Microsoft must receive a Renewal Form, Product Selection Form, and renewal request prior to or at the Expiration Date. Microsoft will review a renewal request made under this section in good faith and may accept or reject such request in its sole discretion.

d. **If Enrolled Affiliate elects not to renew.**

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Extended Term for eligible Online Services.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

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

2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) **Subscription Licenses and Online Services without an Extended Term.** If Enrolled Affiliate elects not to renew or exercise its buy-out rights for Products eligible for buy-out, Subscription Licenses will be cancelled and will terminate as of the Expiration Date. Any associated software must be uninstalled, media must be destroyed and the Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

e. **Buy-out option.**

(i) **For Subscription Licenses.** Enrolled Affiliate may buy out active Subscription Licenses acquired under this Enrollment for Products other than Online Services and acquire

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perpetual Licenses for the latest version of the Product as of the Expiration Date by placing an order for such Licenses.

(ii) Buy-out order date. Microsoft must receive the buy-out order no more than 30 days prior to the Expiration Date. The Expiration Date will be the invoice date for the buy-out order.

f. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" Section of the Agreement. In addition, the following will constitute a breach of this Enrollment: (1) Enrolled Affiliate or any Affiliate in the Enterprise fails to timely pay for any existing Baseline License, (2) any existing Baseline Agreement is terminated for cause prior to full payment, or (3) Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

g. Early termination. If Enrolled Affiliate terminates this Enrollment as a result of a breach by Microsoft, or if Microsoft terminates this Enrollment because Enrolled Affiliate has ceased to be Customer's Affiliate, then Enrolled Affiliate will have the following options for Licenses, excluding Subscription Licenses:

(i) It may immediately pay the total remaining amount due, including all installments, in which case, Enrolled Affiliate will have perpetual rights (1) for Server and Tools Products, as described in the section entitled "End of Term rights for Server and Tools Products" and (2) for Additional Products, for all Licenses (excluding Subscription Licenses) it has ordered (for the latest version of Products ordered under Software Assurance coverage in an initial or renewal term); or

(ii) It may pay only amounts due as of the termination date, in which case Enrolled Affiliate will have perpetual Licenses (for the latest version of Products ordered under Software Assurance coverage in an initial or renewal term) for (1) all copies of Products for which payment has been made in full, and (2) a proportional number of copies of Products it has ordered for which payment has been made.

h. Early termination for Subscription Licenses. Notwithstanding anything to the contrary in any of the documents that collectively constitute the Enterprise Agreement, if an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates this Enrollment because Enrolled Affiliate has ceased to be Customer's Affiliate, then Enrolled Affiliate will have the following options with respect to Subscription Licenses:

(i) Enrolled Affiliate may obtain perpetual Licenses as described in the section entitled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.

(ii) If not exercising the buy-out option, Enrolled Affiliate will receive a credit for any amount paid in advance that would apply after the date of termination.

i. Early termination for Online Services. For Online Services, if an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates this Enrollment for regulatory reasons or because Enrolled Affiliate has ceased to be Customer's Affiliate, then Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

7. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government

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Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

(i) Government Community Cloud Services will be offered only within the United States.

(ii) Additional European Terms, as set forth in the Use Rights, will not apply.

(iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

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Enrollment Details

1. Enrolled Affiliate's Enterprise.

Identify which Agency Affiliates are included in the Enterprise (Required).

Check **only one box** in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates.

☒ **Enrolled Affiliate only.**

☐ **All Affiliates.** All Affiliates of Enrolled Affiliate are hereby included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

☐ **Enrolled Affiliate including.** Only the Enrolled Affiliate and the Affiliates listed below will be included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

The following Affiliates are included in the Enterprise:

Notwithstanding anything to the contrary in the Agreement, the parties acknowledge and agree to the following:

Products ordered under this Enrollment may be subject to U.S. and other countries' export jurisdictions. Each party will comply with all laws and regulations applicable to the import or export of the Products, including, without limitation, trade laws of the U.S., EU, and UK, such as the U.S. Export Administration Regulations, sanctions regulations administered by the U.S. Office of Foreign Assets Control, the EU Dual Use Regulation 2021/821, and/or other end-user, end use, and destination restrictions ("Trade Laws"). Customer will not, and will ensure its Affiliates will not, take any action that causes Microsoft to violate applicable Trade Laws. Microsoft may suspend or terminate this Enrollment immediately without notice to the extent that Microsoft reasonably believes that performance would cause it to violate Trade Laws or put it at risk of becoming subject to sanctions and penalties under such laws. Customer remains responsible for its and for its Affiliates' compliance with this section and, to the extent applicable, a Regional Trade Compliance Supplemental Terms incorporated herein by reference.

2. Contact information.

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

a. Primary contact. This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact may also be an Online Administrator for Volume Licensing

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in the Microsoft 365 Admin Center (MAC) and may grant online access to others. The Primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes.

Name of entity (must be legal entity name)* Tehama County Health Services Agency
Contact name: First* Steven **Middle** **Last*** Remington
Contact email address* remingtons@tchsa.net
Street address* 818 Main St PO Box 400
City* Red Bluff
State* CA
Postal code* 96080-2759-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 5305278491
Tax ID
Work or School (WSA) Account ID remingtons@tchsa.net
** indicates required field*

b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for Volume Licensing in the Microsoft 365 Admin Center (MAC)and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if box is not checked)
Name of entity*: Tehama County Health Services Agency
Contact name: First* Steven **Middle** **Last*** Remington
Contact email address* remingtons@tchsa.net
Street address* 818 Main St PO Box 400
City* Red Bluff
State* CA
Postal code* 96080-2759-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 5305278491
Work or School (WSA) Account ID remingtons@tchsa.net
Language preference. Choose the language for notices. English
☐ This contact is a third party (not Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required field*

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)
Contact name: First* **Middle** **Last***
Contact email address*
Phone*
Work or School (WSA) Account ID
This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required field*

d. **Azure Services Administrator.** This contact is authorized to manage the Azure Services ordered under the Enrollment.

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☒ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)
Contact name: First* Steven **Middle** **Last*** Remington
Contact email address* remingtons@tchsa.net
Phone 5305278491
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required field*

e. Reseller information. Reseller's contact for this Enrollment is:

Reseller company name* CDW Logistics LLC.
Street address (PO boxes will not be accepted)* 2 Corporate Dr Suite 800
City* Shelton
State* CT
Postal code* 06484-6249
Country* United States
Contact name* Brent Cameron
Phone* 847-968-0700
Contact email address* brencam@cdw.com
** indicates required field*

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

Name of Reseller* CDW Logistics LLC.

Signature* Santiago Cavazos

Printed name* Santiago Cavazos
Printed title* Software Contract Specialist
Date* 05/29/2026

** indicates required field*

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

f. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the Notices Contact and Online Administrator remains the default.*

(i) Additional Notices Contact
(ii) Software Assurance Manager
(iii) Subscriptions Manager
(iv) Customer Support Manager (CSM) contact

3. Financing.

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

4. Upfront Payment.

Does Enrolled Affiliate wish to pay upfront as allowed in the Payment terms section of this Enrollment? ☐ Yes, ☒ No.

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Server and Cloud Enrollment
Product Selection Form

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

Terms used but not defined herein will have the meaning provided in the Enrollment.

Price Levels for Server and Tools Products and Additional Products:

Instructions: Include the agreement or enrollment name and number below that qualifies the Enrolled Affiliate for the price levels indicated in this Product Selection Form.

Agreement or Enrollment Name	Agreement or Enrollment Number
None	

Server Pool Price Level	Applications Pool Price Level	Systems Pool Price Level
D	D	D

Instructions: Fill out the Product Selection Form (PSF), and the associated Customer Price Sheet (CPS) according to the table below.

Baseline Licenses at Enrollment Effective Date	Product Selection Form	Customer Price Sheet SKUs
Licenses with Software Assurance	Existing Baseline Licenses with continuous Software Assurance	SA
New Subscription Licenses	New Subscription Licenses	MSU
New Licenses	New Licenses with Software Assurance	LicSAPk

Determining the number of Licenses and SKUs

Enter the actual number of licenses in the PSF. Some SKUs (SQL and Biztalk) include more than one license. For such SKUs, divide the number of licenses on the PSF by the number of licenses included in each SKU to determine the quantity of SKUs to enter on the Customer Price Sheet.

Product Selection Form				
Product selection		**Baseline Licenses**		
		Existing Baseline Licenses	New Baseline Licenses	
Product Family	Server and Tools Product	Existing Licenses with Software Assurance	New Subscription Licenses	New Licenses with Software Assurance
SQL Server(1)	SQL Server Enterprise Per Core			
	SQL Server Standard Per Core	50		
	SQL Server Standard Server			
	SQL Server CAL			
BizTalk Server	BizTalk Server Enterprise Per Core			
	BizTalk Server Standard Per Core			
	BizTalk Server Branch Per Core			
Visual Studio	Visual Studio Ultimate with MSDN	N/A(2)	N/A	N/A
	Visual Studio Premium with MSDN	N/A(2)	N/A	N/A
	Visual Studio Enterprise with MSDN			
	Visual Studio Enterprise with GitHub Enterprise			
	Visual Studio Test Professional with MSDN			
	Azure DevOps Server CAL			

Product Selection		Baseline Licenses		
		Existing Baseline Licenses	New Baseline Licenses	
Product Family	Server and Tools Product	Existing Licenses with Software Assurance	New Subscription Licenses	New Licenses with Software Assurance
Visual Studio (Continued)	MSDN Platforms			
SharePoint Server	SharePoint Server			
Azure	Azure Monetary Commitment	The monetary commitment is tracked on the CPS if applicable		
Core Infrastructure Suite	CIS Datacenter			
	CIS Standard			
	Windows Server Datacenter	(3)	N/A	N/A
	System Center Datacenter	(3)	N/A	N/A
	Windows Server Standard	(3)	N/A	N/A
	System Center Standard	(3)	N/A	N/A

(1) SQL Server Enterprise Edition Server (non-core) licenses are not required as part of the baseline, however SA renewal is available as an additional product. If customers choose not to renew SA, it cannot be attached later.

(2) Visual Studio Premium with MSDN and Visual Studio Ultimate with MSDN Existing Baseline Licenses should be counted as Visual Studio Enterprise with MSDN Licenses.

(3) Quantities of Windows Server and System Center Licenses with continuous Software Assurance can be combined to renew CIS SA as described in the Product Terms, or added to the CPS using the appropriate L+SA CIS w/o SKU where the quantity of each is different. For example, 100 Windows Server and 100 System Center licenses with Software Assurance can be combined as 100 CIS SA renewals (of the equivalent edition). 100 Windows Server and 50 System Center licenses with Software Assurance can be combined as 50 CIS licenses (of the equivalent edition) and 50 L&SA CIS w/o Windows Server.

(4) Quantities of Windows Server and System Center without continuous Software Assurance will be added as full CIS subscriptions.

Minimum Purchase Requirements

Product Family	Minimum Initial Order
SQL Server	The quantity of SQL Per Core licenses needed for 50 cores OR 5 SQL Server editions with 250 CALs (SQL Server editions require CALs).
BizTalk Server	24 Cores of any combination of Biztalk Server Editions. The SQL Server product family must be selected in the above table.
Visual Studio	20 Licenses of any combination of: Visual Studio Enterprise with MSDN, Visual Studio Enterprise with GitHub Enterprise and MSDN Platforms. A Baseline License is required for each user of any software licensed through MSDN subscription. Use of MSDN Software includes, but is not limited to, developing and testing programs using the software as well as installing, configuring and managing the software. Examples of users include (but are not limited to): developers, testers, and other IT employees interacting with application development infrastructure.
SharePoint Server	5 Servers. The SQL Server product family must be selected in the above table.
Core Infrastructure Suites	All licensed Windows Server deployments must be licensed with an appropriate Core Infrastructure Suite SKU. Minimum order is 400 Core Licenses for Core Infrastructure Server Suites Standard or Datacenter (either edition or any combination of both).
Azure Monetary Commitment	For commercial customers in Argentina, Australia, Austria, Belgium, Canada, Chile, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Jamaica, Italy, Lichtenstein, Luxemburg, Netherlands, Norway, Portugal, Puerto Rico, South Africa, Spain, Sweden, Switzerland, Trinidad & Tobago, U.K., U.S., and Uruguay, Azure Monetary Commitment is no longer allowed to be purchased as the only Server and Tools Product. Otherwise, if Azure Monetary Commitment is the only Server and Tools Product selected and the Enrollment is versioned 2016 or later, the Minimum Initial Order for Monetary Commitment is 10 Monetary Commitment units per month. If Azure Monetary Commitment is not the only Server and Tools Product selected, the Minimum Initial Order for Monetary Commitment is 1 Monetary Commitment unit per month.

Previous Enrollment(s)/Agreement(s) Form

Entity Name: Tehama County Health Services Agency
Contract that this form is attached to: SLG - Server and Cloud Enrollment

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

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.

b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.

c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.

d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).

e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	76577723	X	X

E-Contract Review
Approval as to Form

Department Name: Health Services

Vendor Name: Microsoft

Contract Description: For the purpose of renewing Microsoft 365 Suit subscription and the use of Microsoft 365 G5 Government Community Cloud

APPROVED AS TO FORM:

Date: 06/24/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

COUNTY OF TEHAMA

PURCHASE ORDER

727 OAK STREET - RED BLUFF, CA 96080
(530) 527-3365 Fax (530) 527-3764

Purchase Order No. 9804

PURCHASE ORDER

Vendor Information

Name CDWg
Address 75 Remittance Dr., Ste.1515
City Chicago St IL Zip 60675-1515
Phone 800-594-4239

Ship To & Bill To:

Name Tehama County Health Services Agency
Address PO Box 400
City Red Bluff CA Zip 96080
Phone

Qty	Units	Product Description	Unit Price	TOTAL
200	ea	M365 G5 GCC Sub Per User w/part #AAL-45735	$624.49	$124,898.00
5	ea	Planner & Project P3 GCC Sub Per User w/part #7MS-00001	$279.38	$1,396.90
20	ea	Power Apps Per App Gcc Sub 1 App or Website w/part #J8S-00003	$54.78	$1,095.60
24	ea	Power Auotmate GCC Sub Per User w/part #SFR-00001	$164.34	$3,944.16
5	ea	Power BI Premium USL A GCC Sub Add-on w/part #9IM-00003	$93.13	$465.65
9	ea	Visio P2 GCC Sub Per User w/part #P3U-00001	$139.69	$1,257.21
3	ea	Teams Rooms Pro GCC Sub Per Device w/part #VA1-00001	$438.24	$1,314.72
12	ea	Azure Monetary Commitment Provision w/part#AAA-35418 (expected overages)	$3,000.00	$36,000.00
25	ea	SQL Server Standard Core Alng SA 2L w/part #7NQ-00292	$627.73	$15,693.25

DEPARTMENT COMMENTS: Insert comments in Box Below

FY 2026-2027: Licensing Period 07/01/2026 - 06/30/2027
3 Year - Microsoft Volume Licensing Agreement Enterprise Agreement #808445 Enrollment #85206735
Accounts: 53220-40251 $31,407.85, 53220-40171 $27,481.88, 53220-40131 $73,793.57, 53220-40121 $53,382.19.

Product SubTotal	$186,065.49
Shipping & Handling	$0.00
Service SubTotal	
P.O. TOTAL	**$186,065.49**
P.O. NOT TO EXCEED	$190,000.00

Vendor Number **109928**

	INSURANCE ON FILE		PDR ON FILE
	INSURANCE ATTACHED		PDR ATTACHED
	NOT ON STATE OR FED DEBARMENT LIST		

Approved By:

Debbie Schmidt - Senior Buyer

Purchase Order Date: 6/24/2026
Department Account Number: *See Comments
Fixed Asset Account Number:
Ordered By: Emily Unger

Purchasing-Blue Auditor-Yellow Dept.-Pink Vendor-White

COUNTY OF TEHAMA

PURCHASE ORDER

727 OAK STREET - RED BLUFF, CA 96080
(530) 527-3365 Fax (530) 527-3764

Purchase Order No. 9805

PURCHASE ORDER

Vendor Information

Name CDWg
Address 75 Remittance Dr., Ste.1515
City Chicago St IL Zip 60675-1515
Phone 800-594-4239

Ship To & Bill To:

Name Tehama County Health Services Agency
Address PO Box 400
City Red Bluff CA Zip 96080
Phone

Qty	Units	Product Description	Unit Price	TOTAL
200	ea	M365 G5 GCC Sub Per User w/part #AAL-45735	$624.49	$124,898.00
5	ea	Planner & Project P3 GCC Sub Per User w/part #7MS-00001	$279.38	$1,396.90
20	ea	Power Apps Per App Gcc Sub 1 App or Website w/part #J8S-00003	$54.78	$1,095.60
24	ea	Power Auotmate GCC Sub Per User w/part #SFR-00001	$164.34	$3,944.16
5	ea	Power BI Premium USL A GCC Sub Add-on w/part #9IM-00003	$93.13	$465.65
9	ea	Visio P2 GCC Sub Per User w/part #P3U-00001	$139.69	$1,257.21
3	ea	Teams Rooms Pro GCC Sub Per Device w/part #VA1-00001	$438.24	$1,314.72
12	ea	Azure Monetary Commitment Provision w/part#AAA-35418 (expected overages)	$3,000.00	$36,000.00
25	ea	SQL Server Standard Core Alng SA 2L w/part #7NQ-00292	$627.73	$15,693.25

DEPARTMENT COMMENTS: Insert comments in Box Below

FY 2027-2028: Licensing Period 07/01/2027 - 06/30/2028 3
Year - Microsoft Volume Licensing Agreement Enterprise Agreement #808445 Enrollment #85206735
Accounts: 53220-40251 $31,407.85, 53220-40171 $27,481.88, 53220-40131 $73,793.57, 53220-40121 $53,382.19.

Product SubTotal	$186,065.49
Shipping & Handling	$0.00
Service SubTotal	
P.O. TOTAL	**$186,065.49**
P.O. NOT TO EXCEED	$190,000.00

Vendor Number **109928**

	INSURANCE ON FILE		PDR ON FILE
	INSURANCE ATTACHED		PDR ATTACHED
	NOT ON STATE OR FED DEBARMENT LIST		

Approved By:

Debbie Schmidt - Senior Buyer

Purchase Order Date: 6/24/2026
Department Account Number: *See Comments
Fixed Asset Account Number:
Ordered By: Emily Unger

Purchasing-Blue Auditor-Yellow Dept.-Pink Vendor-White

COUNTY OF TEHAMA

PURCHASE ORDER

727 OAK STREET - RED BLUFF, CA 96080
(530) 527-3365 Fax (530) 527-3764

Purchase Order No. 9806

PURCHASE ORDER

Vendor Information

Name CDWg
Address 75 Remittance Dr., Ste.1515
City Chicago St IL Zip 60675-1515
Phone 800-594-4239

Ship To & Bill To:

Name Tehama County Health Services Agency
Address PO Box 400
City Red Bluff CA Zip 96080
Phone

Qty	Units	Product Description	Unit Price	TOTAL
200	ea	M365 G5 GCC Sub Per User w/part #AAL-45735	$624.49	$124,898.00
5	ea	Planner & Project P3 GCC Sub Per User w/part #7MS-00001	$279.38	$1,396.90
20	ea	Power Apps Per App Gcc Sub 1 App or Website w/part #J8S-00003	$54.78	$1,095.60
24	ea	Power Auotmate GCC Sub Per User w/part #SFR-00001	$164.34	$3,944.16
5	ea	Power BI Premium USL A GCC Sub Add-on w/part #9IM-00003	$93.13	$465.65
9	ea	Visio P2 GCC Sub Per User w/part #P3U-00001	$139.69	$1,257.21
3	ea	Teams Rooms Pro GCC Sub Per Device w/part #VA1-00001	$438.24	$1,314.72
12	ea	Azure Monetary Commitment Provision w/part#AAA-35418 (expected overages)	$3,000.00	$36,000.00
25	ea	SQL Server Standard Core Alng SA 2L w/part #7NQ-00292	$627.73	$15,693.25

DEPARTMENT COMMENTS: Insert comments in Box Below

FY 2028-2029: Licensing Period 07/01/2028 - 06/30/2029 3
Year - Microsoft Volume Licensing Agreement Enterprise Agreement #808445 Enrollment #85206735
Accounts: 53220-40251 $31,407.85, 53220-40171 $27,481.88, 53220-40131 $73,793.57, 53220-40121 $53,382.19.

Product SubTotal	$186,065.49
Shipping & Handling	$0.00
Service SubTotal	
P.O. TOTAL	**$186,065.49**
P.O. NOT TO EXCEED	$190,000.00

Vendor Number **109928**

	INSURANCE ON FILE		PDR ON FILE
	INSURANCE ATTACHED		PDR ATTACHED
	NOT ON STATE OR FED DEBARMENT LIST		

Approved By:

Debbie Schmidt - Senior Buyer

Purchase Order Date: 6/24/2026
Department Account Number: *See Comments
Fixed Asset Account Number:
Ordered By: Emily Unger

Purchasing-Blue Auditor-Yellow Dept.-Pink Vendor-White

COUNTY OF TEHAMA

WAIVER OF FORMAL BIDS OVER $50,000 - FINDINGS FORM

This form must be attached to an Agenda Request Form

Pursuant to Tehama County Code Sections 4.24.080 and 4.24.110, competitive procurement must be used unless there is substantial justification for waiving the formal bid process

DATE: 6/24/2026 DEPARTMENT: Health Services Agency

REQUESTED BY: Rosa I Cumpston TITLE: Asst. Executive Director, Admin

PROPOSED ACQUISITION: Three Year Renewal; Microsoft Enterprise License Agreement

REQUESTED ACTIONS BY THE BOARD OF SUPERVISORS:

a) Request to adopt the finding(s) as indicated below

b) Request to find it in the best interest of the County to waive the formal bid process for the acquisition based on the finding(s)

When requesting waiver of the bidding process, the written request shall include finding(s) which indicate that bidding procedures would not be in the best interest of the people -- Tehama County Code Section 4.24.080

Check applicable finding(s):

[ ] **Sole Source Acquisition:** Based on a finding declaring the vendor as the sole supplier who could feasibly supply the equipment or products needed by the Department.

[X] **Participation In Existing Bid**: County of Riverside RFQ# RIVCO-2020-0000048
Based on the finding that the existing bid meets all Tehama County Bidding Criteria and allows the County to take advantage of special low pricing without the time and expense involved with conducting a formal bid process.

[X] **Compatibility:** Based on the finding that the acquisition of a specific type or brand of product is required by the County in order to allow for full integration with existing equipment or facilities.
Explain:
Microsoft Enterprise Licensing is the foundation for our existing computer and network Infrastructure; it facilitates the core functionality of all Windows processes, including Network, Email, Office Programs (Excel, Word, et-al), and Teams, amongst others

[ ] **Other, List Finding(s):**

Additional Justification:
Microsoft Enterprise Licensing is proven, effective, and integral to our daily functionality. The current purchase is a renewal of existing services. Migration away from the Microsoft platforms would require a complete overhaul of our current operational structure. Additionally, this purchase will enhance security and threat protection for our existing systems, including the network.

Recommended: Tom Provine Date: 6/29/26

****Submittal to Purchasing must occur at least 7 working days prior to agenda deadline****

Tehama County

Agenda Request Form

File #: 26-1146 **Agenda Date:** 7/7/2026 **Agenda #:** 12.

PERSONNEL / SOCIAL SERVICES / PUBLIC GUARDIAN-PUBLIC ADMINISTRATOR - Social Services Director Bekkie Emery

Requested Action(s)
a) Request approval of a new classification specification of Supervising Deputy Public Guardian/Public Administrator within the Joint Council bargaining unit, effective 6/30/26

b) RESOLUTION - Request adoption of a Resolution amending the FY 25/26 Position Allocation List (PAL), (Reso #2025-074) by adding one (1.00 FTE) Supervising Deputy Public Guardian/Public Administrator allocation, deleting one (1.00 FTE) Chief Deputy Public Guardian/Public Administrator allocation and removing the Chief Deputy Public Guardian/Public Administrator classification from the Tehama County Management Employees Association (TCMEA) MOU, effective 6/30/26

c) Request approval of revisions to the Deputy Conservator/Public Guardian/Public Administrator and Public Guardian/Public Administrator Support Specialist classification specifications within the Joint Council bargaining unit, effective 6/30/26

Financial Impact:
The annual salary for the Chief Deputy Public Guardian/Public Administrator at Salary Range 42, Step E is $91,457.60 and the reclassification to Supervising Deputy Public Guardian/Public Administrator at Salary Range 37, Step E would make the annual salary $80,828.80 (annual difference of $10,628.80). There are no incumbents currently filling this position, therefore there is no immediate financial impact.

Background Information:
The Board of Supervisors recently directed the consolidation of the Public Guardian/Public Administrator Department into the Social Services Department. As a result of this consolidation, modifications to the existing Chief Deputy Public Guardian/Public Administrator classification and Deputy Conservator/Public Guardian/Public Administrator are necessary.

The Chief Deputy Public Guardian/Public Administrator is currently designated as a mid-management position within the Tehama County Management Employees Association (TCMEA) bargaining unit. This level of oversight is no longer necessary following the recent departmental consolidation. The Social Services Director has completed an assessment and recommends reassigning the classification to the Joint Council bargaining unit, with the position reporting directly to the Social Services Director or their designee, as the Social Services Director will serve in the role of Public Guardian/Public Administrator.

In addition, the Social Services Director requests to retitle the classification from Chief Deputy Public Guardian/Public Administrator to Supervising Deputy Public Guardian/Public Administrator, and to designate the position as non-exempt. An incumbent in this role will supervise Joint Council

employees in the classifications of Deputy Conservator/Public Guardian/Public Administrator and Public Guardian/Public Administrator Support Specialist.

The current salary placement for the Chief Deputy Public Guardian/Public Administrator position is at Salary Range 42. The Social Services Director requests to amend the salary to Range 37 (12.5%) due to the reduction of the minimum qualifications and the removal of the managerial responsibilities. This would place the Supervisor four (4) ranges (10%) above the subordinate classification of Deputy Conservator/Public Guardian/Public Administrator. Additionally, there are no incumbents currently occupying the Chief Deputy Public Guardian/Public Administrator position and there have been no incumbents occupying the position since approval of the position in June of 2021.

Due to the request to remove the Chief Deputy Public Guardian/Public Administration position and add the Supervising Public Guardian/Public Administrator position, revisions to the Deputy Conservator/Public Guardian/Public Administrator and Public Guardian/Public Administrator Support Specialist classifications were needed to reflect the correct reports-to title throughout.

The Joint Council and TCMEA Bargaining Units have both been notified of the proposed changes, and an agreement has been reached.

OFFICE OF PUBLIC GUARDIAN/ADMINISTRATOR
COUNTY OF TEHAMA

310 S. Main Street. Red Bluff, California 96080
530-527-5634 Telephone
530-527-9573 Facsimile

Bekkie F. Emery
Interim Public Guardian/
Public Administrator /
Conservator

Erika Martinez, Deputy
Brandy Smith, Deputy
Bryan Balthasar, Legal Secretary
Julia Parra, Support Specialist

May 26, 2026
Re: Position Add Supervising Deputy Public Guardian

Dear Chief Administrator Hydrick & Personnel Director Ferrin,

This letter is to request to add a position in the Public Guardian with the title of Supervising Deputy Public Guardian/Public Administrator. We are proposing this position be added at the proposed Salary Range 37 with an hourly wage of $31.97 to $38.86. This position would oversee the Deputy Public Guardians/Public Administrators in the unit. As such the position is proposed at 10% above these positions. The proposed position has been included in the recommended budget for the Public Guardian's office and will no additional fiscal impact on the proposed budget for fiscal year 2026/27.

Please let me know if you have any questions regarding this request or would like to discuss it further.

Respectfully Submitted,

Bekkie F. Emery,
Interim Public Guardian
Social Services Director
P: (530) 528-4078

RESOLUTION NO. _____

PAL CHANGE

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Tehama, State of California, does hereby amend **Resolution 2025-074, the 2025-26** Position Allocation List, as follows:

DEPARTMENT (BUDGET)/POSITION		**ALLOCATION** From	To	**RANGE** From	To	**EFFECTIVE DATE**
PUBLIC GUARDIAN-PUBLIC ADMINISTRATOR (2073)						
Chief Deputy Public Guardian/Public Administrator	Decrease	1.00	0.00	42	-	6/30/26
Supervising Deputy Public Guardian/Public Administrator	Increase	0.00	1.00	-	37	6/30/26

The Master Salary Schedule and any affected Exhibits will be updated to reflect the above changes, if applicable.

The foregoing resolution was offered on a motion by Supervisor _____, seconded by Supervisor _____ and adopted by the following vote of the Board:

AYES:

NOES:

ABSENT OR NOT VOTING:

STATE OF CALIFORNIA)
) SS
COUNTY OF TEHAMA)

I, Sean Houghtby, 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 a Resolution and Order adopted by the Board of Supervisors on the _____ day of _____, 2026.

Dated this _____ day of _____, 2026.

Sean Houghtby, County Clerk and ex-officio Clerk of the Board of Supervisors, County of Tehama, State of California

By _____
Deputy

RESOLUTION NO. _____

TITLE: SUPERVISING DEPUTYCHIEF DEPUTY PUBLIC GUARDIAN / PUBLIC ADMINISTRATOR

BOARD APPROVED: **FLSA: Non-Exempt**

BARGAINING UNIT: MiscMgmt.

DEFINITION

Under direction of the Social Services Director, organizes and supervises staff and the daily operations of the Public Guardian / Public Administrator program. Provides complex and sensitive management of legal conservatorship and estate administration cases mandated by the court for county residents; directs and approves the review of intricate financial and legal documents. This position requires extensive knowledge of conservatorship and estate administration services as specified by the Probate Code and Welfare and Institutions Code. Performs related administrative and professional work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Social Services Director or their designee. Trains, evaluates, and supervises the work of deputies, technical and clerical staff assigned to the Public Guardian / Public Administrator program.

CLASS CHARACTERISTICS

This is a single classification management position within the Department of Social Services, which provides direction and supervision to Public Guardian / Public Administrator staff.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative Only)

- Supervises and directs the daily activities of the Deputy Conservator/Public Guardian/Public Administrators, Rep Payee Program and office staff through appropriate delegation, managerial support, and work supervision while maintaining strict confidentiality
- Plans, prioritizes and assigns cases, tasks and projects; counsels, trains and coaches staff on professional responsibilities and technical skills; monitors work and evaluates performance; identifies training needs and coordinates training for staff
- Meets regularly with staff to solicit input and offer guidance; analyzes and evaluates issues and proposals, develops recommendations, and directs the implementation of solutions
- Monitors budgets and expenditures for services; rReviews and approves documents, case files and billing records; assures that appropriate services are provided

- Analyzes trends, and evaluates program requirements and resource utilization; coordinates program planning and evaluation; coordinates efforts to integrate services with other programs
- Facilitates and guides development of conservatee competency assessments and treatment plans; assesses case management work quality and conformance to standards
- Appears in the Represents the Public Guardian/Public Administrator in Superior Court in all matters pertaining to the legal requirements of conservatorship and estate management
- Investigate, review and analyze individual cases and court documents to determine the need for a conservator, and appropriateness of cases for estate administration
- Works with Coroner on indigent burial investigations
- Supervises the marshalling of assets, determination and definition of debts, and development of estate management plans
- Supervises the pursuit of financial benefits to which conservatees may be entitled; provides advocacy for conservatees with Social Security and other State and Federal Agencies; represents the conservatee and estate's interests in dealing with the IRS, banks and other financial institutions
- Directs the arrangements for physical care and custody of conservatees incapable of providing for their own needs; develops and enhances cooperative professional relationships with local community agencies significant to the continuum of care for conservatees
- Supports and enhances the conservatees' emotional stability; explains complex legal policies, probate processes, conservatorship, financial arrangements, and responsibilities to conservatees and their families; explains plan of care to conservatees, families and significant others; provides advocacy when needed
- Provides consultation and training to other organizations in the community on conservatorship; meets with the public to communicate the functions of the Public Guardian, Public Administrator and Rep Payee programs
- Performs other related duties as assigned

QUALIFICATIONS

Knowledge of:

- Welfare and Institutions Code, Probate Code, Health and Safety Code, and other applicable laws and regulations relating to estate management and disbursement
- County, state and federal laws, statues, rules, ordinances, codes and regulations pertaining to guardianship, conservatorship, probate administration, and case management
- Applicable Federal, State, County, Department, and Division laws, regulations, policies and procedures
- Principles and practices of legal, financial, ethical and professional rules of conduct
- Social Service programs and resources available to the disabled, aged and mentally ill
- Local community resources and various community services programs
- Principles and practices of effective case management and estate management
- Social program and justice system administrative processes and protocols
- Modern office practices, methods and computer equipment
- Record keeping principles and procedures
- Computer applications related to the work
- English usage, grammar, spelling, vocabulary, and punctuation

- Techniques for dealing effectively with and providing a high level of customer service to all individuals contacted in the course of work

Ability to:

- Lead, schedule and supervise staff, provide skills training, delegate tasks and authority
- Analyze problems, identify solutions, recommend and implement methods, procedures, and techniques for resolution of issues
- Make responsible life decisions for helpless, mentally ill and/or incompetent individuals
- Analyze and evaluate situations accurately, draw logical conclusions and adopt or recommend an effective course of action
- TDeal tactfully and effectively communicate withwith persons exhibiting symptoms of mental disorder, senility, and/or incompetence
- Organize and administer estates
- Maintain complex financial records
- Work independently and as a team member
- Use English effectively to communicate in person, over the telephone and in writing
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities and meet critical time deadlines
- Use tact, initiative, prudence and independent judgment within general policy, procedural and legal guidelines
- Maintain significant flexibility in daily operations and decision making
- React calmly and professionally in emergency, emotional, and/or stressful situations
- Maintain high personal standards of ethics and integrity
- Make sound, educated decisions
- Make accurate mathematical, statistical and financial calculations
- Establish and maintain effective working relations with co-workers, other county employees and representatives from other county, state and federal agencies

Education and Experience:

Any combination of training and experience which would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:

- Equivalent to the completion of twelfth (12th) grade
- Graduation from an accredited college or university with an Associate's degree in social services, mental health, legal, or other related fields, a Bachelor's degree is desired; and tBachelor's degree from an accredited college or university in social work, psychology, or related fields, and three (3) years of increasingly responsible social work duties in a public or private social work or Public Guardian or Public Administrator agency; OR a Master's degree in social work or psychology or related fields, and two (2) years increasingly responsible social work duties in a public or private social work or Public Guardian or Public Administrator a. gency Two years of related work experience may be substituted for each one year of required education.
- One (1) to two (2) years of supervisory experience is preferred
- Certification by the California State Association of Public Administrators, Public Guardians, and Public Conservators or the ability to obtain the certification within four two (42) years of employment
- Other combinations of education and experience may be considered.

License and Special Requirements:

- Possession of, or ability to obtain and maintain, a valid California Class C Driver License and a satisfactory driving record is required. Individuals who do not meet this requirement due to a disability will be reviewed on a case-by-case basis.
- Must pass a security clearance investigation and fingerprinting for purposes of search of local, state and national fingerprint files

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various County and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is partially a sedentary office classification; the job also involves field investigation of clients and/or property as appropriate. Standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard, typewriter keyboard, or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects, up to 50 pounds, as necessary to perform job functions.

WORKING CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and partially in the field and may occasionally be exposed to substandard living areas including animal waste, vermin, illness/disease, strong odors, cold and hot temperatures, inclement weather conditions, road hazards, confining workspace, chemicals, mechanical, and/or electrical hazards, and hazardous physical substances, dust, scents and fumes. Employees will need to may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures. Employees will may be called for crisis situations at irregular hours other than normal working hours, including nights, weekends and holidays.

EQUAL OPPORTUNITY EMPLOYER / AMERICANS WITH DISABILITIES ACT COMPLIANT / VETERANS' PREFERENCE POLICY / DRUG-FREE WORKPLACE

(6/29/21)

TITLE: SUPERVISING DEPUTY PUBLIC GUARDIAN / PUBLIC ADMINISTRATOR

BOARD APPROVED: **FLSA: Non-Exempt**

BARGAINING UNIT: Misc.

DEFINITION

Under direction of the Social Services Director, organizes and supervises staff and the daily operations of the Public Guardian / Public Administrator program. Provides complex and sensitive management of legal conservatorship and estate administration cases mandated by the court for county residents; directs and approves the review of intricate financial and legal documents. This position requires extensive knowledge of conservatorship and estate administration services as specified by the Probate Code and Welfare and Institutions Code. Performs related administrative and professional work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Social Services Director or their designee. Trains, evaluates, and supervises the work of deputies, technical and clerical staff assigned to the Public Guardian / Public Administrator program.

CLASS CHARACTERISTICS

This is a single classification position within the Department of Social Services, which provides direction and supervision to Public Guardian / Public Administrator staff.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative Only)

- Supervises and directs the daily activities of the Deputy Conservator/Public Guardian/Public Administrators, Rep Payee Program and office staff through appropriate delegation, support, and work supervision while maintaining strict confidentiality
- Plans, prioritizes and assigns cases, tasks and projects; counsels, trains and coaches staff on professional responsibilities and technical skills; monitors work and evaluates performance; identifies training needs and coordinates training for staff
- Meets regularly with staff to solicit input and offer guidance; analyzes and evaluates issues and proposals, develops recommendations, and directs the implementation of solutions
- Reviews and approves documents, case files and billing records; assures that appropriate services are provided
- Analyzes trends, and evaluates program requirements and resource utilization; coordinates program planning and evaluation; coordinates efforts to integrate services with other programs

- Facilitates and guides development of conservatee competency assessments and treatment plans; assesses case management work quality and conformance to standards
- Appears in the Superior Court in matters pertaining to the legal requirements of conservatorship and estate management
- Investigate, review and analyze individual cases and court documents to determine the need for a conservator, and appropriateness of cases for estate administration
- Works with Coroner on indigent burial investigations
- Supervises the marshalling of assets, determination and definition of debts, and development of estate management plans
- Supervises the pursuit of financial benefits to which conservatees may be entitled; provides advocacy for conservatees with Social Security and other State and Federal Agencies; represents the conservatee and estate's interests in dealing with the IRS, banks and other financial institutions
- Directs the arrangements for physical care and custody of conservatees incapable of providing for their own needs; develops and enhances cooperative professional relationships with local community agencies significant to the continuum of care for conservatees
- Supports and enhances the conservatees' emotional stability; explains complex legal policies, probate processes, conservatorship, financial arrangements, and responsibilities to conservatees and their families; explains plan of care to conservatees, families and significant others; provides advocacy when needed
- Provides consultation and training to other organizations in the community on conservatorship; meets with the public to communicate the functions of the Public Guardian, Public Administrator and Rep Payee programs
- Performs other related duties as assigned

QUALIFICATIONS

Knowledge of:

- Welfare and Institutions Code, Probate Code, Health and Safety Code, and other applicable laws and regulations relating to estate management and disbursement
- County, state and federal laws, statues, rules, ordinances, codes and regulations pertaining to guardianship, conservatorship, probate administration, and case management
- Applicable Federal, State, County, Department, and Division laws, regulations, policies and procedures
- Principles and practices of legal, financial, ethical and professional rules of conduct
- Social Service programs and resources available to the disabled, aged and mentally ill
- Local community resources and various community services programs
- Principles and practices of effective case management and estate management
- Social program and justice system administrative processes and protocols
- Modern office practices, methods and computer equipment
- Record keeping principles and procedures
- Computer applications related to the work
- English usage, grammar, spelling, vocabulary, and punctuation
- Techniques for dealing effectively with and providing a high level of customer service to all individuals contacted in the course of work

Ability to:

- Lead, schedule and supervise staff, provide skills training, delegate tasks and authority

- Analyze problems, identify solutions, recommend and implement methods, procedures, and techniques for resolution of issues
- Make responsible life decisions for helpless, mentally ill and/or incompetent individuals
- Analyze and evaluate situations accurately, draw logical conclusions and adopt or recommend an effective course of action
- Tactfully and effectively communicate with persons exhibiting symptoms of mental disorder, senility, and/or incompetence
- Organize and administer estates
- Maintain complex financial records
- Work independently and as a team member
- Use English effectively to communicate in person, over the telephone and in writing
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities and meet critical time deadlines
- Use tact, initiative, prudence and independent judgment within general policy, procedural and legal guidelines
- Maintain significant flexibility in daily operations and decision making
- React calmly and professionally in emergency, emotional, and/or stressful situations
- Maintain high personal standards of ethics and integrity
- Make sound, educated decisions
- Make accurate mathematical, statistical and financial calculations
- Establish and maintain effective working relations with co-workers, other county employees and representatives from other county, state and federal agencies

Education and Experience:
Any combination of training and experience which would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:

- Equivalent to the completion of twelfth (12th) grade
- Graduation from an accredited college or university with an Associate's degree in social services, mental health, legal, or other related fields, a Bachelor's degree is desired; and three (3) years of increasingly responsible social work duties in a public or private social work or Public Guardian or Public Administrator agency. Two years of related work experience may be substituted for each one year of required education.
- Certification by the California State Association of Public Administrators, Public Guardians, and Public Conservators or the ability to obtain the certification within four (4) years of employment
- Other combinations of education and experience may be considered.

License and Special Requirements:
- Possession of, or ability to obtain and maintain, a valid California Class C Driver License and a satisfactory driving record is required. Individuals who do not meet this requirement due to a disability will be reviewed on a case-by-case basis.
- Must pass a security clearance investigation and fingerprinting for purposes of search of local, state and national fingerprint files

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various County and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to

communicate in person, before groups, and over the telephone. This is partially a sedentary office classification; the job also involves field investigation of clients and/or property as appropriate. Standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard, typewriter keyboard, or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects, up to 50 pounds, as necessary to perform job functions.

WORKING CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and partially in the field and may be exposed to substandard living areas including animal waste, vermin, illness/disease, strong odors, cold and hot temperatures, inclement weather conditions, road hazards, confining workspace, chemicals, mechanical, and/or electrical hazards, and hazardous physical substances, dust, scents and fumes. Employees will need to interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures. Employees will be called for crisis situations at irregular hours other than normal working hours, including nights, weekends and holidays.

EQUAL OPPORTUNITY EMPLOYER / AMERICANS WITH DISABILITIES ACT COMPLIANT / VETERANS' PREFERENCE POLICY / DRUG-FREE WORKPLACE

(6/29/21)

TITLE: DEPUTY CONSERVATOR/PUBLIC GUARDIAN/PUBLIC ADMINISTRATOR

BOARD APPROVED: ~~OCTOBER 21, 2008~~
FLSA: Non-Exempt

BARGAINING UNIT: Misc.

DEFINITION

Under direction of the Supervising Deputy ~~Conservator~~/Public Guardian/Public Administrator assists in investigations, recommendations and administration of conservatorships and public administration cases; provides administrative and fiscal support in department activities and programs. .

SUPERVISION RECEIVED AND EXERCISED

Provides lead direction to subordinate staff in the department.

CLASS CHARACTERISTICS

In this journey level classification, incumbents manage a caseload of complex and difficult conservatee services; performs complex legal, financial and social services casework functions, including risk assessment. May provide technical direction, training and consultation to others and/or function in a lead worker capacity.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative Only)

- Conducts investigations of proposed conservatees and public administration cases; prepares related reports.
- Visits clients on a regular or as-needed basis, and prepares visitation reports.
- Provides for the care, treatment and supervision of conservatees; acts as advocate in all matters pertaining to conservatees; makes referrals to other social service agencies as appropriate; makes appointments with physicians and other professionals as needed.
- Marshalls the assets of conservatees and public administration cases, deposits monies received on behalf of estates and others in accounts authorized by State law controlling the authority of Public Guardians and Public Administrators; maintains and balances conservator account; disburses and closes estates; opens burial trusts and makes funeral arrangements.
- Maintains contact and communication with conservatees and public administration cases, their families, mental health case managers, attorneys, care providers, and other client service related agencies.
- Provides client transportation to medical or other appointments as needed.
- Inventories, cleans, disposes of client property as appropriate.

- Attends meetings, workshops and training sessions as appropriate to enhance job knowledge and skills.
- Performs general office work as necessary, including answering the telephone, typing reports and correspondence, entering data into the computer, copying and filing documents, etc.
- Provides direction and indirect supervision of department support staff as assigned.
- Performs related work as required.

QUALIFICATIONS

Knowledge of:

- Probate and Welfare and Institutions Code sections pertinent to conservatorships, guardianships and public administration;
- Basics of abnormal psychology and individual/group behavior;
- Social security, veterans and welfare systems;
- Principles of estate management;
- Community resources available to the elderly and mentally ill;
- Administrative principles and techniques;
- Applicable Federal, State, County, Department, and Division laws, regulations, policies and procedures;
- Modern office practices, methods and computer equipment;
- Record keeping principles and procedures;
- Computer applications related to the work;
- English usage, grammar, spelling, vocabulary, and punctuation;
- Techniques for dealing effectively with and providing a high level of customer service to all individuals contacted in the course of work.

Ability to:

- Make responsible life decisions for helpless, mentally ill and/or incompetent individuals;
- Analyze and evaluate situations accurately, draw logical conclusions and adopt or recommend an effective course of action;
- Deal effectively with persons exhibiting symptoms of mental disorder, senility, and/or incompetence;
- Organize and administer estates;
- Maintain complex financial records;
- Effectively prepare and control the department budget;
- Type with accuracy and adequate speed on a typewriter and computer;
- Work independently and as a team member;
- Use English effectively to communicate in person, over the telephone and in writing;
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities and meet critical time deadlines;
- Operate modern office equipment including computer equipment and specialized software applications programs;
- Maintain significant flexibility in daily operations and decision making;
- Read and interpret various materials pertaining to the responsibilities of the job;
- Enter and retrieve data from a computer with sufficient speed and accuracy to perform assigned work;

- Assemble and analyze information and prepare written reports and records in a clear and concise manner;
- React calmly and professionally in emergency, emotional, and/or stressful situations;
- Establish and maintain effective working relationships with those contacted on the job.

Education & Experience:

Any combination of training and experience which would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:

- Graduation from an accredited college or university with an Associates Degree, with focus of education related to social services, mental health, legal, or other related fields.
- A minimum of three (3) years experience in social service, mental health, legal or other related fields.
- Other combinations of education and experience may be considered.

License & Special Requirements:

- Possession of, or ability to obtain and maintain, a valid California Class C Driver License and a satisfactory driving record is required. Individuals who do not meet this requirement due to a disability will be reviewed on a case-by-case basis.
- Requires ability to be bonded.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various County and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is partially a sedentary office classification; the job also involves field investigation of clients and/or property as appropriate. Standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard, typewriter keyboard, or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects, up to 30 pounds, as necessary to perform job functions.

WORKING CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and partially in the field and may occasionally be exposed to illness/disease, strong odors, cold and hot temperatures, inclement weather conditions, road hazards, confining workspace, chemicals, mechanical, and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

EQUAL OPPORTUNITY EMPLOYER / AMERICANS WITH DISABILITIES ACT COMPLIANT / VETERANS' PREFERENCE POLICY / DRUG-FREE WORKPLACE
(10/21/08)

TITLE: Public Guardian/Public Administrator Support Specialist

FLSA: Non-Exempt

BOARD APPROVED: ~~October 17, 2023~~ **BARGAINING UNIT: Misc.**

DEFINITION

Under direct supervision, provides money management and education, advocacy and referral, and case management services for adults with mental health services who are receiving federal or state benefits; to apply complex federal, state, and local policies to achieve Representative Payee Program objectives; provides a variety of specialized legal, secretarial and clerical support on behalf of the Public Guardian/Public Administrator's division ~~Office~~.

SUPERVISION RECEIVED AND EXERCISED

Receives direct supervision from the Supervising Deputy Public Guardian/Public Administrator. No direct supervision of staff is exercised.

CLASS CHARACTERISTICS

This is a specialized, journey level classification assigned to the Public Guardian/Public Administrator's division ~~Office~~ that performs complex legal, secretarial and financial management services for the department. This classification also exclusively provides financial management for clients of the Representative Payee Program. This classification is distinguished from the Case Resource Specialist series by the allocation to the Public Guardian/Public Administrator's division ~~Office~~ and the specialized duties and assignments the incumbent is tasked with.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative Only)

- Provides money management, advocacy and referral, education, and case management duties primarily for adults with mental health issues who are receiving federal or state benefits.
- Determines eligibility for services through interviews, documents, and collateral investigations; explains agency services, prepares a budget with the client, payment delivery and client rights and responsibilities.
- Maintains financial records and budgets for representative payee clients by issuing checks; maintaining checkbook records; making bank deposits; paying rent, food, utility, medical and other bills; and ensuring clients have funds for individual needs.
- Communicates any unusual circumstances regarding client's information to Social Security Administration.
- Establishes working relationships with client creditors and state or federal agencies; consult with them on services provided to clients; negotiate with creditors on debt

issues; and inform clients about programs such as food stamps and low income housing.
- Maintains contact with families and individuals as often as necessary to assist in the implementation of service plans.
- Ensures complete, accurate case documentation as required by State and County regulations and standards.
- Coordinates with other community services and businesses to provide clients maximum assistance.
- Acts as advocate for families and individuals receiving mental health services.
- May assist in preparing for Social Security and Veteran's Administration audits of Representative Payee Program and Conservatorships.
- Prepares, processes, verifies, and reviews forms, schedules, records, reports, lists, and other legal documents for completeness and conformance with established regulations and procedures.
- Performs a wide variety of general clerical duties to support departmental operations; including composing letters and other correspondence, filing, preparing records and monthly reports, scheduling appointments, process travel claims for staff, and maintaining calendars.
- Gathers, assembles, updates, and distributes a variety of department specific information, reports, forms, records, and data as requested.
- Organizes and maintains various administrative, confidential, reference, imaging, and follow-up files; purges files as required; establishes and maintains complex files related to conservatorship caseload.
- Screens calls, visitors, and mail; responds to complaints and requests for information; assists in interpreting and applying regulations, policies, procedures, systems, and rules in response to inquiries and complaints from public; directs callers to appropriate County staff.
- ~~Assists in preparing departmental budget; monitors budget.~~
- Assists with transport of clients as needed.
- Assists with inventory and disposal of client assets.
- Prepares contracts and purchase agreements for the department.
- Orders and maintains office supplies, checks inventory, and other related duties.
- Responsible for County vehicles including delivery and pick up from approved vendors and reporting maintenance issues to appropriate staff.
- Serves on committees as requested.
- May coordinate special projects as assigned.
- Reports documented or suspected abuse and neglect as mandated by law.
- Compliance with all relevant laws and regulations regarding confidentiality.
- Performs related duties as required.

QUALIFICATIONS

Knowledge of:
- Case management and interviewing techniques;
- Laws, rules and regulations applicable to mental health services and treatment;
- Available community resources;
- Applicable Federal, State, County, Department, and Division laws, regulations, policies and procedures;
- Legal terminology and court protocol and practices;

- Public Guardian/Public Administrator policy and procedures;
- Business letter writing and the standard format for reports and correspondence;
- Practices of financial and accounting document processing and record keeping, including payroll, accounts payable, accounts receivable, and purchasing;
- Computer applications related to the work;
- Modern office administrative and secretarial practices and procedures, including the use of standard office equipment;
- English usage, grammar, spelling, vocabulary, and punctuation;
- Techniques for providing a high level of customer service to the clients, public and County staff, in person and over the telephone.

Ability to:

- Develop effective budget plans for clients;
- Develop, identify and coordinate services;
- Establish rapport with mentally or emotionally disturbed clients;
- Establish rapport with older population in need of services;
- Comprehend complex manuals and handbooks and follow the orderly directions they provide;
- Make sound, educated and ethical decisions;
- Perform responsible legal secretarial and office administrative work requiring the use of tact and discretion;
- Organize own work, coordinate projects, set priorities, meet critical time deadlines, and follow-up on assignment with minimal direction;
- Compose correspondence and reports independently or from brief instructions;
- Maintain significant flexibility in daily operations and decision making;
- Prepare accurate financial calculations, summaries and reports;
- Handle sensitive and confidential documents;
- Read and interpret technical materials pertaining to the responsibilities of the job;
- Communicate effectively in written and oral form;
- Assemble and analyze information and prepare written reports and records in a clear, concise manner;
- Work independently and as a team member;
- Operate modern office equipment including computer equipment and specialized software applications programs;
- React calmly and professionally in emergency, emotional and/or stressful situations.

Education and Experience:

Any combination of training and experience which would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:

- Equivalent to the completion of the twelfth (12^{th}) grade.
- Two (2) years of college with coursework in human services, psychology, accounting, business, or related field is preferred.
- Two (2) years of professional experience providing direct service to clients in human services, education, counseling, health, or other relevant service is preferred. Experience working in a Public Guardian/Public Administrator Office is highly desired.
- Other combinations of education and experience may be considered.

License and Special Requirements:

- Possession of, or ability to obtain and maintain, a valid California Class C Driver License and a satisfactory driving record is required. Individuals who do not meet this requirement due to a disability will be reviewed on a case-by-case basis.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer and copier; strength stamina, and mobility to perform light to medium physical work including transporting mail, supplies, filing, operating a motor vehicle and visiting various County and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups and over the telephone. Finger dexterity is needed to access, enter, and retrieve data manually as well as using a computer keyboard, typewriter keyboard, or calculator, to set up and file various data and records, and to operate standard office equipment. Positions in this classification occasionally bend, carry, stoop, squat, twist, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to constantly move about on foot and to lift, carry, reach, push, and pull materials and objects, up to 30 pounds, as necessary to perform job functions.

WORKING CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may be exposed to dust, scents, and fumes. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures. Employee may be subject to irregular working hours and moderate stress due to deadlines and hostile clients.

EQUAL OPPORTUNITY EMPLOYER / AMERICANS WITH DISABILITIES ACT COMPLIANT / VETERANS' PREFERENCE POLICY / DRUG-FREE WORKPLACE

(05/17/16, 10/17/23)

Tehama County

Agenda Request Form

File #: 26-1168 **Agenda Date:** 7/7/2026 **Agenda #:** 13.

PERSONNEL / SOCIAL SERVICES - Social Services Director Bekkie Emery

Requested Action(s)
a) Request approval of the revised classification specification of Chief Deputy Director of Social Services, including a title change to Assistant Director of Social Services within the Tehama County Management Employees Association (TCMEA), retroactively effective 9/15/25

b) RESOLUTION - Request adoption of a resolution amending the FY 25/26 Position Allocation List (PAL), (Reso #2025-074) by deleting one (1.00 FTE) Chief Deputy Director of Social Services allocation and adding one (1.00 FTE) Assistant Director of Social Services allocation, retroactively effective 9/15/25

c) Request approval to reclassify one (1.00 FTE) Chief Deputy Director of Social Services incumbent to Assistant Director of Social Services, retroactively effective 9/15/25

Financial Impact:
The financial impact for this request is approximately $13,872.32. This reflects a ten percent (10%) increase in gross pay for the period 9/15/25 through 7/8/26. There is no impact to the General Fund.

Background Information:
The Social Services Director is requesting to reclassify the position of Chief Deputy Director of Social Services to Assistant Director of Social Services.

The title change aligns with other positions used in Social Services Departments throughout other comparator counties and will help in clarifying the role for future class and compensation studies. This change will also provide clarity to the community as to the role of the individual within the chain of command and that services provided are not related to law enforcement, which has been an assumption in the past.

Additionally, due to the consolidation of the Public Guardian office into the Social Services Department, additional work has since been shifted to this role. As a result of the increased workload, the Social Services Director is proposing a salary increase of 10% (from Salary Range 60 to Salary Range 64) retroactive to when the increased duties began on September 15, 2025.

The revisions to the classification specification outlines the Director functions that have been shifted to the Assistant Director as a result of the Public Guardian/Public Administrator consolidation.

The revisions include updating the position title from Chief Deputy Director of Social Services to Assistant Director of Social Services and redefines the role as a broader executive leadership position supporting the Director across the Social Services Department, Community Action Agency, and IHSS Public Authority. The updated classification shifts the emphasis from direct oversight of

specific Social Services divisions to department-wide operational leadership, strategic planning, regulatory compliance, fiscal oversight, and cross-agency coordination. The role is now positioned as part of the executive management team and identified as the assistant department head, with responsibility for guiding personnel, contracts, projects, budgets, and service delivery across the three departments. Several older essential functions that were narrower, more division-specific, or heavily personnel-process focused were removed. In addition, the minimum experience requirement was reduced from seven years to five years, while retaining the supervisory experience expectation. Overall, the revision modernizes the classification and aligns it with a high-level assistant director role focused on organizational leadership, operational management, and support of multi-department human services functions.

The Tehama County Management Employees Association (TCMEA) has been notified of the requested actions and an agreement has been reached.

Tehama County
SOCIAL SERVICES
ASSIST • EMPOWER • PROTECT

Mailing Address: P.O. Box 1515, Red Bluff, CA 96080
Red Bluff Office: (530) 527-1911 fax (530) 527-5410 310 South Main St.
Corning Office: (530) 824-9182 fax (530) 527-5410 275 Solano St. **www.tcdss.org**

May 26, 2026
Re: Position Reclassification & Change of Bargaining Units

Dear Chief Administrator Hydrick & Personnel Director Ferrin,

This letter is to request to reclassify the position of Chief Deputy Director of Social Services to the title of Assistant Director of Social Services. The title change aligns with other positions used in Social Services throughout the state, it is believed this change will help in clarifying the role for class and compensation studies. This change also provides clarity to the community as to the role of the individual within the chain of command and that the services provided are not related to law enforcement.

The salary proposed for this position is adjusted to allow for the additional work that has shifted to this role as a result of adding the Public Guardian's office within Social Services. It does not reflect the compensation study completed earlier this fiscal year. As a result of the increased workload we are proposing this position be changed from Salary Range 60 to Salary Range 64 with an hourly wage of $62.27 to $75.69. Finally, as the work increase took effect in September 2025, it is requested this increase be retro-actively applied to September 15, 2025. The proposed increase and retroactive pay has been included in the recommended budget for Social Services in Budget Unit 5013 and will not result in additional fiscal impact on the proposed budget for fiscal year 2026/27.

I am also asking to remove the Chief Deputy Public Guardian from the Management Association. The position requires on-call coverage currently uncompensated, the position has not had successful recruitments and was a direct report to the Director. In the change to add the Public Guardian's office to Social Services we are lowering the minimum qualifications and will allow for additional compensation to cover on-call. I believe this will result in future success in recruitment and retention to support the team and our community.

Please let me know if you have any questions regarding this request or would like to discuss it further.

Respectfully Submitted,

Bekkie F. Emery,
Social Services Director
P: (530) 528-4078

RESOLUTION NO. _____

PAL CHANGE

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Tehama, State of California, does hereby amend **Resolution 2025-074, the 2025-26** Position Allocation List, as follows:

DEPARTMENT (BUDGET)/POSITION		**ALLOCATION** From	To	**RANGE** From	To	**EFFECTIVE DATE**
SOCIAL SERVICES (5013)						
Chief Deputy Director of Social Services	Decrease	1.00	0.00	60	-	9/15/25
Assistant Director of Social Services	Increase	0.00	1.00	-	64	9/15/25

The Master Salary Schedule and any affected Exhibits will be updated to reflect the above changes, if applicable.

The foregoing resolution was offered on a motion by Supervisor _____, seconded by Supervisor _____ and adopted by the following vote of the Board:

AYES:

NOES:

ABSENT OR NOT VOTING:

STATE OF CALIFORNIA)
) SS
COUNTY OF TEHAMA)

I, Sean Houghtby, 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 a Resolution and Order adopted by the Board of Supervisors on the _____ day of _____, 2026.

Dated this _____ day of _____, 2026.

Sean Houghtby, County Clerk and ex-officio Clerk of the Board of Supervisors, County of Tehama, State of California

By _____
Deputy

RESOLUTION NO. _____

TITLE: ASSISTANT~~CHIEF DEPUTY~~ DIRECTOR OF SOCIAL SERVICES
FLSA: Exempt

BOARD APPROVED: ~~June 03, 2008~~ BARGAINING UNIT: Mgmt.

DEFINITION

Under the administrative direction of the Director ~~of Social Services~~, is responsible for the day-to-day operations of the programs provided by the Social Services Department, Community Action Agency, and the IHSS Public Authority, ensuring compliance with all applicable Local, State, and Federal laws and regulations. Provides direction for contract development, personnel, projects, and budgets for the three Departments. ~~supervises the Administration, Eligibility, Adults Services, CalWORKS Employment and Child Welfare divisions of the County's Department of Social Services. . Serves as department head during the Director of Social Services' absence. Performs related administrative and professional work as required.~~

SUPERVISION RECEIVED AND EXERCISED

Under direction of the Director, p~~P~~rovides ~~direct~~ supervision to managerial, administrative and professional staff of the three Departments. ~~of assigned department supervisory, professional and support staff.~~

CLASS CHARACTERISTICS

This management level positions serves as part of the executive team and reports organizationally to the Director and functions as the assistant department head.~~classification is administrative and managerial; reports to the department director.~~

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Assists the Director in assessing program needs and plans and oversees the implementation and administration of the services to meet these needs.
- Implements operating policies for the three Departments and establishes procedures to ensure compliance with all applicable Federal, State and Local laws and regulations.
- Assists the Director in developing, implementing and evaluating long-range management strategies and service objectives.

- Assist the Director in coordinating the activities of the three Departments with related Federal, State and Local agencies to maximize revenue and eliminate duplication of services.
- In cooperation with the Administrative Team, develops, implements and monitors the three Departments annual plans, contracts and budgets for operations.
- Represents the County at appropriate State and Federal conferences and meetings related to the Departments.
- Supervises, trains, coordinates and evaluates the performance of assigned personnel; makes recommendations to the Director regarding hiring, disciplinary action and dismissal of department personnel.
- Maintains communication with the Director and other County officials regarding ongoing issues.
- Assists in the solicitation of grant funds.
- Recommends to the Director the purchase of equipment, materials and supplies within applicable restrictions.
- Prepares administrative, fiscal and technical reports as required, and makes presentations to the Director, County Administration, Board of Supervisors and other County officials as may be required.
- Receives and responds to inquiries, concerns and complaints regarding human service delivery.
- Serves on various committees, boards and councils as appropriate and / or appointed by the Director.
- Promotes the culture within the Departments that reflects a commitment to high quality and accessibility and incorporates a focus upon operational efficiency and economy.
- Assists in the development of a clear and cohesive strategy with measurable goals to implement the Departments vision and respond to unanticipated problems and opportunities.
- Designs and implements operational efficiencies throughout the Departments without diminution of the quality of service.
- Assists in assuring that the Departments and their divisions are receiving all the funds to which they are entitled via Federal, State and Local resources.
- Collaborates with other human service providers and organizations having similar objectives and / or interests.
- Performs various administrative duties as necessary, including preparing comprehensive reports and correspondence, analyzing statistical data for reports, attending and conducting meetings, etc.
- Receives and verifies payroll records for assigned staff and forwards to payroll.
- Ensures compliance with all relevant laws and regulations regarding confidentiality within assigned program areas.
- May approve Board of Supervisor agenda summaries and contracts, and presentation of corresponding materials in lieu of the Director.
- Performs related work as required.
- ~~Assigns, supervises, reviews and evaluates the work of the department divisions for compliance with all existing and new federal, state or local regulations and laws governing the work in Social Services.~~
- ~~Plans, coordinates and supervises ongoing work of the department divisions in Eligibility, CalWORKS Employment, Adult Services, Child Welfare Services, Community Action Agency, and Administration through subordinate Program Managers and Deputy Director – Administration.~~

- ~~Participates in the recruitment, selection, training, evaluation and discipline of employees including the grievance process up to, but not including the final department level Skelley hearing, any OSHA complaints, EEOC or FEHA appeals, and may fill in for the Department Head as needed in grievance, mediation or arbitration processes.~~
- ~~Reviews and approves personnel transactions; oversees the hiring of new personnel; ensures the maintenance of accurate and up-to-date personnel records. Investigates and resolves personnel issues.~~
- ~~Coordinates and leads all Personnel Accommodation Meetings for the Department, handles all Workers' Compensation related inquiries, Unemployment Hearings and coordinates with the Personnel Office on these and similar issues.~~
- ~~Provides information and documentation for the Board of Supervisors, other County departments and agencies, and the general public regarding social services activities. Interprets laws, codes and regulations pertaining to social services activities and functions.~~
- ~~Develops and oversees the writing of departmental policies for the Handbook, edits and coordinates such policies with Personnel and County Administration.~~
- ~~Confirms the need for and approves development of contracts for services.~~
- ~~Communicates with other agencies regarding collaborative and cooperative projects as assigned.~~
- ~~Oversees general budget planning, monitoring of expenditures; participates in the development of the annual agency budget with the Department Head and Chief Fiscal Officer, monitors and approves budget expenditures especially as related to personnel.~~
- ~~Provides oversight for staff writing, applying for, securing and administering grant funds for special projects.~~
- ~~Negotiates and/or administers agreements and contracts; oversees preparation of scopes-of-work, requests for proposals and statements of qualifications related to contracted services. Prepares and/or directs the preparation of program cost estimates for competitive bidding purposes. Leads RFP review teams for large projects and finalizes selection of vendors for contracts.~~
- ~~Represents the department at various State, Regional, County, and local committee and community meetings as required.~~
- ~~Provides backup representation as "Director's Designee" with voting privileges for Tehama County DSS at monthly County Welfare Directors Association meetings.~~
- ~~Oversees UC Davis Center for Human Services Training and Development Training Plans and contracts for all divisions.~~
- ~~Attends professional meetings, conferences and training seminars to enhance professional job knowledge and skills and maintain certifications.~~
- ~~Performs various office/administrative duties as required, including preparing reports and correspondence, researching information for projects and reports, reviewing reports prepared by staff members, etc.~~
- ~~Performs related work as required.~~

QUALIFICATIONS

Knowledge of:

- Applicable Federal, State, County, Department, and Program Division laws, regulations, policies and procedures;
- Modern office practices and equipment, including computer systems and data management systems.

- Principles and methods of management necessary to plan, analyze, develop, evaluate and direct the diverse and complex activities of a major social service agency.
- Principles and practices of contract administration, personnel management, budget preparation, fiscal analysis and program management.
- Grant preparation and administration.Supervisory concepts and principles, Labor Law guidelines, and general Personnel policies
- Administrative principles involved in developing, directing and supervising various programs of the department;
- Budget preparation and administration;
- Technical, financial and public relations considerations involved in the conduct of County Social Services programs;
- Modern office practices, methods and computer equipment;
- Record keeping principles and procedures;
- Computer applications related to the work;
- English usage, grammar, spelling, vocabulary, and punctuation;
- Techniques for dealing effectively with the public, vendors, contractors and County staff, in person and over the telephone;
- Techniques for providing a high level of customer service to public and County staff, in person and over the telephone;
- Principles of supervision, training, education and team building.
- Issues of diverse cultures and socio, economic barriers and how they influence practices and program development.how they influence agency practices.

Ability to:

- Interpret, explain and apply laws, rules and regulations;
- Participate in the planning, organization and supervision of program activities;
- Develop, evaluate and implement program policies and practices to improve operations;
- Use independent judgment and discretion in supervising various programs;
- Make sound, educated decisions;
- Read and interpret complex materials pertaining to the responsibilities of the job;
- Assemble and analyze information and prepare written reports and records in a clear, concise manner;
- Effectively prepare and control individual project budgets;
- Perform duties under the stress of deadlines and public and political pressures;
- Enter and retrieve data from a computer with sufficient speed and accuracy to perform assigned work;
- Work independently and as a team member;
- Use English effectively to communicate in person, over the telephone and in writing;
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities and meet critical time deadlines;
- Operate modern office equipment including computer equipment and specialized software applications programs;
- Use tact, initiative, prudence and independent judgment within general policy, procedural and legal guidelines;
- Establish and maintain effective working relationships with those contacted in the course of the work;

- React calmly and professionally in emergency, emotional, and/or stressful situations;
- Maintain high personal standards of ethics and integrity;
- Make accurate arithmetic, financial and statistical computations;
- Interact effectively with persons of different social, economic, and ethnic backgrounds.

Education & Experience:
Any combination of training and experience which would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:

- Equivalent to the completion of twelfth (12^{th}) grade and graduation from an accredited college or university with a Bachelor's degree in Business Administration, Public Administration or other related field.
- Five~~Seven~~ (~~7~~5) or more years of progressively responsible experience with three (3) years of supervisory experience.
- Other combinations of education and experience may be considered.

License & Special Requirements:

- A valid Class C California driver's license or alternative form of transportation may be required for some positions at the time of appointment. Individuals who do not meet this requirement due to a disability will be reviewed on a case-by-case basis.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various County and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is partially a sedentary office classification; the job; standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard, typewriter keyboard, or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects, up to 30 pounds, as necessary to perform job functions.

WORKING CONDITIONS

Employees work in an office environment with moderate noise levels and controlled temperature conditions, Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

EQUAL OPPORTUNITY EMPLOYER / AMERICANS WITH DISABILITIES ACT COMPLIANT / VETERANS' PREFERENCE POLICY / DRUG-FREE WORKPLACE

TITLE: ASSISTANT DIRECTOR OF SOCIAL SERVICES **FLSA: Exempt**

BOARD APPROVED: **BARGAINING UNIT: Mgmt.**

DEFINITION

Under the administrative direction of the Director, is responsible for the day-to-day operations of the programs provided by the Social Services Department, Community Action Agency, and the IHSS Public Authority, ensuring compliance with all applicable Local, State, and Federal laws and regulations. Provides direction for contract development, personnel, projects, and budgets for the three Departments.

SUPERVISION RECEIVED AND EXERCISED

Under direction of the Director, provides supervision to managerial, administrative and professional staff of the three Departments.

CLASS CHARACTERISTICS

This management level positions serves as part of the executive team and reports organizationally to the Director and functions as the assistant department head.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Assists the Director in assessing program needs and plans and oversees the implementation and administration of the services to meet these needs.
- Implements operating policies for the three Departments and establishes procedures to ensure compliance with all applicable Federal, State and Local laws and regulations.
- Assists the Director in developing, implementing and evaluating long-range management strategies and service objectives.
- Assists the Director in coordinating the activities of the three Departments with related Federal, State and Local agencies to maximize revenue and eliminate duplication of services.
- In cooperation with the Administrative Team, develops, implements and monitors the three Departments annual plans, contracts and budgets for operations.
- Represents the County at appropriate State and Federal conferences and meetings related to the Departments.
- Supervises, trains, coordinates and evaluates the performance of assigned personnel; makes recommendations to the Director regarding hiring, disciplinary action and dismissal of department personnel.

- Maintains communication with the Director and other County officials regarding ongoing issues.
- Assists in the solicitation of grant funds.
- Recommends to the Director the purchase of equipment, materials and supplies within applicable restrictions.
- Prepares administrative, fiscal and technical reports as required, and makes presentations to the Director, County Administration, Board of Supervisors and other County officials as may be required.
- Receives and responds to inquiries, concerns and complaints regarding human service delivery.
- Serves on various committees, boards and councils as appropriate and / or appointed by the Director.
- Promotes the culture within the Departments that reflects a commitment to high quality and accessibility and incorporates a focus upon operational efficiency and economy.
- Assists in the development of a clear and cohesive strategy with measurable goals to implement the Departments vision and respond to unanticipated problems and opportunities.
- Designs and implements operational efficiencies throughout the Departments without diminution of the quality of service.
- Assists in assuring that the Departments and their divisions are receiving all the funds to which they are entitled via Federal, State and Local resources.
- Collaborates with other human service providers and organizations having similar objectives and / or interests.
- Performs various administrative duties as necessary, including preparing comprehensive reports and correspondence, analyzing statistical data for reports, attending and conducting meetings, etc.
- Receives and verifies payroll records for assigned staff and forwards to payroll.
- Ensures compliance with all relevant laws and regulations regarding confidentiality within assigned program areas.
- May approve Board of Supervisor agenda summaries and contracts, and presentation of corresponding materials in lieu of the Director.
- Performs related work as required.

QUALIFICATIONS

Knowledge of:

- Applicable Federal, State, County, Department, and Program Division laws, regulations, policies and procedures
- Modern office practices and equipment, including computer systems and data management systems
- Principles and methods of management necessary to plan, analyze, develop, evaluate and direct the diverse and complex activities of a major social service agency
- Principles and practices of contract administration, personnel management, budget preparation, fiscal analysis and program management
- Grant preparation and administration
- English usage, grammar, spelling, vocabulary, and punctuation
- Techniques for dealing effectively with the public, vendors, contractors and County staff, in person and over the telephone
- Principles of supervision, training, education and team building

- Issues of diverse cultures and socio, economic barriers and how they influence practices and program development

Ability to:

- Interpret, explain and apply laws, rules and regulations
- Participate in the planning, organization and supervision of program activities
- Develop, evaluate and implement program policies and practices to improve operations
- Use independent judgment and discretion in supervising various programs
- Make sound, educated decisions
- Read and interpret complex materials pertaining to the responsibilities of the job
- Assemble and analyze information and prepare written reports and records in a clear, concise manner
- Effectively prepare and control individual project budgets
- Perform duties under the stress of deadlines and public and political pressures
- Enter and retrieve data from a computer with sufficient speed and accuracy to perform assigned work
- Work independently and as a team member
- Use English effectively to communicate in person, over the telephone and in writing
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities and meet critical time deadlines
- Operate modern office equipment including computer equipment and specialized software applications programs
- Use tact, initiative, prudence and independent judgment within general policy, procedural and legal guidelines
- Establish and maintain effective working relationships with those contacted in the course of the work
- React calmly and professionally in emergency, emotional, and/or stressful situations
- Maintain high personal standards of ethics and integrity
- Make accurate arithmetic, financial and statistical computations
- Interact effectively with persons of different social, economic, and ethnic backgrounds

Education & Experience:

Any combination of training and experience which would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:

- Equivalent to the completion of twelfth (12^{th}) grade and graduation from an accredited college or university with a Bachelor's degree in Business Administration, Public Administration or other related field.
- Five (5) or more years of progressively responsible experience with three (3) years of supervisory experience.
- Other combinations of education and experience may be considered.

License & Special Requirements:

- A valid Class C California driver's license or alternative form of transportation may be required for some positions at the time of appointment. Individuals who do not meet this requirement due to a disability will be reviewed on a case-by-case basis.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various County and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is partially a sedentary office classification; the job; standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard, typewriter keyboard, or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects, up to 30 pounds, as necessary to perform job functions.

WORKING CONDITIONS

Employees work in an office environment with moderate noise levels and controlled temperature conditions, Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

EQUAL OPPORTUNITY EMPLOYER / AMERICANS WITH DISABILITIES ACT COMPLIANT / VETERANS' PREFERENCE POLICY / DRUG-FREE WORKPLACE

(06/03/08)

Tehama County

Agenda Request Form

File #: 26-1131 **Agenda Date:** 7/7/2026 **Agenda #:** 14.

PERSONNEL / LIBRARY / ADMINISTRATION - Chief Administrator Gabriel Hydrick

Requested Action(s)
a) AGREEMENT- Request approval and authorization for the Chair to sign the Employment Agreement with Alicia Meyer, County Librarian, effective 7/17/26 through 7/16/29

Financial Impact:
The total salary, benefits, and roll-up costs for the first year of the new Employment Agreement is approximately $176,319.

Background Information:
Ms. Meyer was hired as the County Librarian in 2023. Ms. Meyer's Employment Agreement is set to expire July 16, 2026. The proposed Employment Agreement is a three-year term with an expiration date of July 16, 2029.

The proposed Employment Agreement places Ms. Meyer at Step D of the approved salary range for the County Librarian classification in year one (1) and Step E in year two (2). Benefits contained in the Employment Agreement reflect the standard benefits provided in department head contracts which include a cell phone allowance of $60 per month (with the option to elect a County-issued cell phone in lieu of a cell phone allowance), 240 hours of Personal Time Off (PTO) per year, 40 hours of Management Time Off per fiscal year, one (1) personal holiday per fiscal year, Parental Leave, Bereavement Leave and participation in the County sponsored Deferred Compensation plan with a $100 matching contribution by the County.

In addition, the proposed agreement clarifies Ms. Meyer is considered a local miscellaneous member of the California Public Employees' Retirement System (CalPERS), and a "New" employee as defined in the California Public Employees' Pension Reform Act of 2013 and stipulates Ms. Meyer shall participate in the CalPERS 2% at 62 defined benefit program. Ms. Meyer will be required to pay the employee member contribution equal to eight percent (8%) of her compensation up to the maximum limit established by CalPERS. The County will not pay any portion of this contribution on behalf of Ms. Meyer.

Without Board of Supervisor approval, Ms. Meyer's employment agreement will expire on July 16, 2026.

This is a contract, overtime exempt position.

TEHAMA COUNTY
and
ALICIA MEYER
EMPLOYMENT AGREEMENT
for the position of
County Librarian

THIS AGREEMENT, is made and entered into on July 7, 2026 and effective commencing July 17, 2026 by and between the Tehama County Board of Supervisors, hereinafter called "COUNTY" and ALICIA MEYER, hereinafter called "MEYER" both of whom understand as follows:

WITNESSETH

WHEREAS, COUNTY desires to employ the services of MEYER as County Librarian from the effective date hereof until July 16, 2029; and

WHEREAS, it is the desire of COUNTY to provide certain benefits, to establish certain conditions of employment and to set working conditions for MEYER; and

WHEREAS, MEYER desires employment in the position described above; and

WHEREAS, except as otherwise provided herein, all provisions of the personnel rules and regulations of the COUNTY relating to leave, expense reimbursement, retirement and pension system contributions, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to MEYER as they would to any employees of the County; and

WHEREAS, the COUNTY Board shall fix any such terms and conditions of employment, as it may determine from time to time, relating to the performance of MEYER provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement or any other law.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1: Duties
COUNTY hereby agrees to employ MEYER as the County Librarian to perform the functions and duties as specified in the County Librarian classification specification heretofore or hereinafter approved by the Tehama County Board of Supervisors and to perform other legally permissible and proper duties and functions of the Library from time to time as may be assigned.

Except as otherwise provided by COUNTY, a workweek is defined to consist of seven (7) consecutive calendar days, Sunday through Saturday, consisting of forty (40) hours. MEYER shall report for work at her regular established headquarters and shall return hereto at the conclusion of the day's work, except for off-site COUNTY business, or as otherwise established.

Section 2: Term

MEYER agrees to remain in the exclusive employ of COUNTY until July 16, 2029 and further agrees to accept no other employment that may conflict with MEYER's performance of duties until this termination date, unless said termination date is affected as hereinafter provided.

Section 3: Salary

For purposes of this agreement, MEYER shall be considered an overtime-exempt County employee. The salary and benefits provided under this agreement shall constitute the total compensation for all services provided by MEYER under this agreement.

In full consideration for services rendered, and the satisfactory job performance of specified duties, COUNTY agrees to pay MEYER hereto an annual salary, payable in twenty-six (26) installments, on the same biweekly basis as other employees of the COUNTY, and prorated on actual hours worked within the annual period. Annual salaries will be as follows:

July 17, 2026 through July 16, 2027	$132,529.00 Annually
July 17, 2027 through July 16, 2028	$139,155.00 Annually
July 17, 2028 through July 16, 2029	$139,155.00 Annually

In the event that, during the term of this contract, COUNTY agrees to adjustments in employment compensation, such as increases or reductions in salary, increased contributions to CalPERS, or changes to other benefits for all classifications represented by the Tehama County Management Employees Association, herein after called "TCMEA", MEYER's employment compensation will be adjusted by an equal percentage. Any such adjustments shall be effective for all calendar months commencing after the effective date of the adjustment as stated in the Memorandum of Understanding between COUNTY and the TCMEA currently in effect (hereinafter the "MOU").

Notwithstanding any other provisions of this contract, the COUNTY's Board of Supervisors reserves the right, in its sole discretion, to increase the compensation paid by COUNTY to MEYER during the term of this contract. The compensation stated in this contract shall not be deemed to be a fixed amount for the entire term of this contract, and may be increased, in the discretion of the Board of Supervisors, consistent with the California Constitution, Article XI, Section 10, subdivision (a).

Except as stated above, COUNTY shall not at any time during the term of this agreement reduce the salary, compensation or other financial benefits of MEYER, except with the concurrence of MEYER and then only to the degree of such a reduction across-the-board for all employees of the Department in which MEYER is employed (including a reduction resulting from employee furloughs).

Except as provided in the cell phone allowance, partial months will be prorated based on the number of days this contract is in force during the month calculated as a percentage of the total number of calendar days in the month.

Section 4: Cellular Telephone Allowance

As MEYER's duties require the use of a cellular telephone in the course of County business, COUNTY agrees to provide MEYER a cellular telephone allowance of $60 per month to cover all

costs of related equipment and service. This cellular telephone allowance is not considered part of salary and is therefore not included in California Public Employees' Retirement System calculations for MEYER and shall not be prorated.

Should MEYER elect not to receive the cellular telephone allowance as described above, MEYER may request a County-issued cellular telephone in lieu of the allowance.

Section 5: Automobile
Should it be required that MEYER use her personal vehicle in the performance of her official County duties, it is agreed that MEYER will be reimbursed at the approved County reimbursement rate. This mileage reimbursement is not considered part of salary and is therefore not included in California Public Employees' Retirement System calculations for MEYER.

Section 6: Personal Time Off (PTO)
In lieu of accruing vacation or sick leave, MEYER shall accrue and have credited to her personal account, Personal Time Off (PTO) leave. PTO shall accrue at a rate of 240 hours per year (9.23 hours per pay period) of full-time service (prorated for any part-time work or unpaid leaves). Accrual of PTO shall continue until such time MEYER has accrued a total balance of five hundred (500) hours, at which point the accrual of additional time beyond 500 hours shall cease.

MEYER shall have one (1) personal holiday (8 hours) added to her PTO balance each July 1st, subject to the 500-hour cap.

Section 7: Management Leave
MEYER shall have five (5) paid management leave days (40 hours) added to her Management Time Off (MTO) bank each July 1st. MTO and the MTO bank are separate and distinct from PTO and PTO bank. MTO does not constitute additional wages, and shall not be considered vested for any purpose. All MTO shall be used within the fiscal year in which it was granted, or MEYER will lose that MTO.

In the event that, during the term of this Agreement, COUNTY and the TCMEA agree to increase or decrease the number of paid MTO hours for employees represented by TCMEA, or that such adjustment is otherwise lawfully imposed by COUNTY, then the number of MTO hours credited to MEYER hereunder shall be increased or decreased by an equal amount, commencing the following July 1st.

Section 8: Holidays
MEYER shall be entitled to COUNTY holidays in accordance with members of TCMEA.

Also consistent with the method utilized by COUNTY for members of TCMEA, if MEYER is in a non-pay status on both workdays immediately adjacent to the holiday, MEYER shall not receive pay for the holiday.

Section 9: Health and Life Insurance
COUNTY agrees to provide comprehensive medical, vision, life and dental insurance for MEYER and her dependents. The method utilized to calculate the portion of the premium, if any, paid by

COUNTY shall be consistent with the method utilized by COUNTY to calculate the contribution for employees covered by the MOU. MEYER may elect to participate in the County's Premium Only Section 125 benefit program, which allows pre-tax benefits for employees' contributions to the group health insurance premium.

COUNTY will make an Employee Assistance Program (EAP) available. The EAP will provide personal counseling on legal services and personal and work related issues for MEYER and/or members of her immediate family.

COUNTY will allow MEYER to establish an employee-funded Flexible Spending Account, which currently provides employees with the options of Dependent Care Assistance and Unreimbursed Medical Expenses. The plan year maximum for Flexible Spending Accounts will be determined by the contribution limits set by the Internal Revenue Service.

Section 10: Retirement

The parties acknowledge and agree that MEYER is a local miscellaneous member of the California Public Employees' Retirement System (CalPERS), and a "New" employee as defined in the California Public Employees' Pension Reform Act of 2013.

MEYER shall participate in the CalPERS 2% @ 62 defined benefit program, as set forth in the California Public Employees' Pension Reform Act of 2013. Retirement is integrated with Social Security.

In accordance with Government Code section 7522.30, MEYER shall make employee contributions to CalPERS in an amount equal to 50 percent (50%) of the normal cost rate for her defined benefit plan, as determined annually by CalPERS. In addition, the parties agree, pursuant to Government Code section 20516, subdivision (f), that in the event the required member contribution for MEYER hereunder is less than the member contribution for "New" employees represented by the MOU (established pursuant to Government Code section 20516.5 or otherwise), MEYER shall pay a portion of the CalPERS employer contribution equal to the difference between MEYER's required employee contribution hereunder and the member contribution established for "New" employees represented by the MOU. It is the intent of this Section that MEYER pay the full member contribution required under Government Code section 7522.30, or a combined member contribution and employer contribution cost-share equal to the member contribution established for "New" employees represented by the TCMEA, whichever is greater. The COUNTY will not pay any portion of this contribution on behalf of MEYER.

The CalPERS retirement plan includes "Pre-Retirement Optional Settlement 2 Death Benefit" as described in Government Code 21548.

Section 11: Deferred Compensation

MEYER may participate in those Section 457 Deferred Compensation Plans the COUNTY offers to its other employees on the same terms as the MOU. In the event that, during the term of this Agreement, COUNTY and the TCMEA agree to increase or decrease the matching deposit for employees represented by the TCMEA, or that such adjustment is otherwise lawfully imposed by COUNTY, then the matching deposit provided to MEYER hereunder shall be increased or

decreased by an equal amount, commencing the following month.

Section 12: Professional and Official Travel

COUNTY hereby agrees to pay for travel and subsistence expenses of MEYER in accordance with adopted COUNTY travel policy for professional and official travel, meetings and occasions adequate to continue the professional development of MEYER and to adequately pursue necessary official functions for COUNTY, including conferences specific to the County Librarian functions and such other related national, regional, state and local governmental groups and committees thereof which MEYER serves as a member, subject to the COUNTY budget as approved by the COUNTY Board of Supervisors.

COUNTY also agrees to pay for travel and subsistence expenses of MEYER, in accordance with adopted county travel policy, for short courses, institutes and seminars that are necessary for her professional development and for the good of the COUNTY, subject to the COUNTY budget as approved by the COUNTY Board of Supervisors.

If MEYER is assigned to temporary work at such distance from her regular headquarters that it is impractical to return thereto each day, or to her regular place of abode, MEYER will be allowed personal expenses or per diem as established by the Board of Supervisors.

Section 13: Resignation

Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of MEYER to resign from her position with COUNTY. If MEYER voluntarily resigns her position with COUNTY before expiration of the aforesaid term of her employment, then MEYER shall give COUNTY two months' notice in advance, unless the parties agree otherwise.

Section 14: Termination and Severance Pay

The County Librarian serves at the will of the COUNTY. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the COUNTY to terminate the services of MEYER at any time. If MEYER is terminated by the COUNTY before expiration of the aforesaid term of employment, and if MEYER is willing and able to perform her duties under this agreement, and if termination is for other than "just cause," then the COUNTY will pay MEYER a lump-sum cash payment. Said lump-sum cash payment shall be equal to the lesser of three month's aggregate salary and benefits or the aggregate salary and benefits for the remaining term of this agreement.

If termination is for "just cause" or disability that cannot reasonably be accommodated, then no severance payment shall be made.

MEYER shall also be compensated for all unused earned PTO leave in the same manner as is provided for unused earned vacation leave in the MOU. MTO is not considered vested, and MEYER shall receive no compensation for unused MTO.

Section 15: Industrial Injury or Illness

Should MEYER be absent from work as a result of a work-related disability, and is receiving temporary disability indemnity payments provided for by the Labor Code of the State of California, MEYER may elect to utilize State Disability Insurance, MTO and/or PTO to supplement her

temporary disability indemnity payments, up to a maximum of full salary. During the time MEYER is receiving temporary disability indemnity payments, which are supplemented by State Disability Insurance and accrued leave, MEYER shall continue to accumulate additional MTO/PTO, and is entitled to continuation of the employee's insurance benefit program on the normal premium-sharing formula. Following exhaustion of all accumulated MTO/PTO, MEYER's insurance benefits shall be continued on the normal premium-sharing formula for a maximum of six (6) full calendar months, following the date of exhaustion of other forms of County paid time off.

If MEYER is absent by reason of industrial disability, MEYER may be returned to work by COUNTY and given temporary light duties within the employee's ability to perform, with the consent of her physician. The duration of any such period of temporary work shall be determined by COUNTY. MEYER shall be compensated at the then-current rate of pay while engaged in such temporary duties. COUNTY may require MEYER when requesting to return to work after an absence caused by disability or illness, to submit to a medical examination by a physician or physicians approved by COUNTY for the purpose of determining that such employee is physically and mentally fit and able to perform the duties of the County Librarian position without hazard to self or to her fellow workers, or to her own permanent health.

Nothing herein shall be construed nor applied in a way which is inconsistent with any employee right under the State of California Workers' Compensation Act or related statutes, or be construed to waive any rights contained therein.

Should MEYER return to work from a work place industrial injury or illness, MEYER shall receive up to four (4) hours of paid release time per visit or appointment with a physician or other appropriate healthcare provider providing ongoing medical treatment prescribed by the workers' compensation physician that is in relation to the industrial illness or injury itself. The release time is permitted until MEYER has been deemed permanent and stationary by the workers' compensation physician or workers' compensation third party administrator.

Section 16: Incapacity and Unpaid Leave

Subject to all applicable provisions of the Family Medical Leave Act (FMLA), California Family Right Act (CFRA), and any other statute or regulation pertaining to leaves or disability, if MEYER is permanently disabled and cannot be reasonably accommodated, or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health, COUNTY shall have the option to terminate this agreement.

In the event that a non-statutory leave is approved by the Board of Supervisors due to MEYER's incapacity, or for any other reason, MEYER shall not receive any salary, stipend or other compensation hereunder once MEYER's accrued leave balances have been exhausted. Time spent on an unpaid leave of absence shall not be treated as COUNTY service for any purpose under this Agreement and MEYER shall not accrue PTO benefits while on unpaid leave.

If the COUNTY believes MEYER is abusing leave, they may require satisfactory evidence of sickness or disability before payment of leave will be made.

Should MEYER fail to return to work within three workdays of the expiration of approved leave, MEYER shall be deemed to have tendered an automatic resignation. However, when there are extenuating or mitigating circumstances which delay the employee's return, the COUNTY will allow MEYER an opportunity to provide the circumstances to make a final determination of employment by way of appealing a finding that MEYER had automatically resigned.

Health insurance will be continued on the normal premium share-of-cost basis for the duration of any statutory leaves of absence. Prior to five (5) years of continuous regular COUNTY service, if MEYER is on a leave of absence beyond any accrued leaves, MEYER may maintain the COUNTY's group health insurance coverage for one (1) full calendar month on the normal premium share-of-cost basis. After five (5) or more years of continuous regular COUNTY service, if MEYER is on a leave of absence beyond any accrued leaves, MEYER may maintain the COUNTY's group health insurance coverage for a total of three (3) months on the normal premium cost-sharing basis. MEYER may receive the insurance continuation payment by the employer only once in a twelve (12) month period. The twelve (12) month period begins the date MEYER returns to work from the leave of absence in which MEYER completed the use of the one (1) month or three (3) month insurance continuation payment benefit referred to in this section.

Section 17: Performance Evaluation

The Chief Administrator shall review and evaluate the performance of MEYER at least once during each year. Said review and evaluation shall be conducted in a manner consistent with COUNTY Department Head evaluation policies. Said criteria may be added to or deleted from as COUNTY may from time to time determine, in consultation with MEYER. Further, the COUNTY Chief Administrator shall provide MEYER with a summary written statement of the findings and provide an adequate opportunity for MEYER to discuss her evaluation with the Chief Administrator, and as appropriate, the Board of Supervisors.

At the time of evaluation, COUNTY and MEYER shall define such goals and performance objectives that they determine necessary for the proper operation of the Library and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. The goals and objectives shall generally be attainable within the time and budgetary resources provided.

In effecting the provisions of this Section, COUNTY and MEYER mutually agree to abide by the provisions of applicable law.

Section 18: Safety

COUNTY desires to maintain a safe place of employment for COUNTY employees and to that end, COUNTY shall make all reasonable provisions necessary for the safety of employees in the performance of their work.

Section 19: Indemnification

To the extent that MEYER is acting in her official capacity as the County Librarian, MEYER shall be considered as a COUNTY employee for purposes of indemnity and the COUNTY shall defend, save harmless, and indemnify MEYER against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring within the course and scope

of MEYER's duties as County Librarian.

Section 20: Bonding
COUNTY shall bear the full cost of any fidelity or other bonds required of MEYER under any law or ordinance.

Section 21: Notices
Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

A. COUNTY: Chairman of the Board of Supervisors, 727 Oak Street, Red Bluff CA, 96080
B. MEYER: ALICIA MEYER at the permanent address on record with the COUNTY Auditor

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 22: General Provisions
A. The text herein shall constitute the entire agreement between the parties.
B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of MEYER.
C. This agreement shall become effective commencing July 17, 2026.
D. If any provision, or portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Tehama County Board of Supervisors has caused this agreement to be signed and executed in its behalf by its Chairperson, and duly attested by the Clerk of Tehama County, and MEYER has signed and executed this agreement, both in duplicate, the day and year first above written.

_____
TOM WALKER
Chairman, Board of Supervisors

_____
ALICIA MEYER
Employee

Approved as to form:

_____
MARGARET LONG

County Counsel

E-Contract Review
Approval as to Form

Department Name: Tehama County

Vendor Name: Alicia Meyer

Contract Description: For the purpose of employment of County Librarian

APPROVED AS TO FORM:

Date: 06/22/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-1192 **Agenda Date:** 7/7/2026 **Agenda #:** 15.

ENVIRONMENTAL HEALTH DEPARTMENT / CODE ENFORCEMENT - Code Enforcement Officers Clint Weston and Ron Robbins

Requested Action(s)
a) Public Nuisance Administrative Penalty Lien Hearing Pursuant to Chapter 10.16 of the Tehama County Code and Government Code section 53069.4:

1) HEARING - Conduct Hearing to review the enforcing officer's report of the amount of administrative penalty and to determine whether, and in what amount, the administrative penalty shall be enforced as a lien against the affected property listed below:

Owner:	Thora Adcock
Site Address:	9233 Hwy 99E, Los Molinos
APN:	047-160-028 (District 5)
Case No:	CE24-139

2) RESOLUTION - Request adoption of an Administrative Penalty Lien Resolution making a determination and ordering that the amount of administrative penalty relating to public nuisance be enforced as a lien against the affected property and further ordering recordation of a notice of administrative penalty lien against said property

Financial Impact:
Pursuing assessment and collection of liens arising from unpaid administrative penalties will facilitate the Department's compliance with Chapter 10.16 of the Tehama County Code and Government Code Section 53069.4.

Background Information:
Tehama County Code Enforcement conducted an inspection of the Premises on October 22, 2024. The enforcing officer issued a Notice of Violation and Proposed Administrative Penalty("Notice") to the owner(s), and/or occupant(s) of the Premises on October 28, 2024 for a public nuisance under Chapter 10.16. Abatement of the nuisance was ordered as specified in the Notice.

On March 11, 2026, Tehama County Code Enforcement sent an invoice requesting payment. No payments have been paid as of June 23, 2026.

Notice of Hearing on Accounting for Cost of Abatement and Cost of Administration; Notice of Hearing on Report for Amount of Administrative Penalty Due and Owing (*Tehama County Code Chapters 10.16*)

DATE OF NOTICE: 6/11/2026 **Case No. CE-24-139**

Property Owner Name and Last Known Address:
Thora Adcock
9233 Hwy 99E
Los Molinos, CA 96055

Occupant:
All occupants at this site address

Site Address:
9233 Hwy 99E, Los Molinos

Assessor's Parcel Number:
047-160-028

TO ALL PROPERTY OWNERS, TENANTS, OR OTHERS IN POSSESSION OF THE PREMISES IDENTIFIED AS:
9233 Hwy 99E, Los Molinos

YOU ARE HEREBY NOTIFIED that Exhibit "A," attached hereto and incorporated herein, is a copy of the account and/or report pertaining to the property determined to be a nuisance & found in violation of Chapter 10.16 of the Tehama County Code. The amount is presently due and owing.

YOU ARE HEREBY NOTIFIED the Tehama County Board of Supervisors will review the account and/or report.
FAILURE TO APPEAR AT THE HEARING SCHEDULED ON:

DATE: **7/7/2026**
TIME: **1:30 PM**
ADDRESS: **727 Oak Street, Red Bluff, CA**

WILL CONSTITUTE A FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES WITH RESPECT TO THE ADMINISTRATIVE COSTS. THE ENTIRE PENALTY AND INTERESTS MAY BE PROCESSED FOR A PERSONAL CIVIL JUDGEMENT, SEIZURE OF PERSONAL PROPERTY, PAY GARNISHMENT OR COORDINATION WITH FRANCHISE TAX BOARD AND OR INTERNAL REVENUE SERVICE.

If you require an interpreter, you are responsible for providing one for yourself

NOTICE IS FURTHER GIVEN:

Administrative Penalty:

YOU MAY APPEAR AT SAID DATE AND TIME TO BE HEARD. The property owner may also file a written objection with the Clerk of the Board of Supervisors stating a description of the property at issue and the grounds for such objection.

THE BOARD OF SUPERVISORS MAY ORDER THAT THE AMOUNT OF ADMINISTRATIVE PENALTY BE ENFORCED AS A LIEN AGAINST THE PREMISES AND THE LIEN WILL BE RECORDED AGAINST THE PREMISES. (TEHAMA COUNTY CODE SECTION 10.16.200, SUBD. (I))

Notice of Hearing on Accounting for
Cost of Abatement and Cost of Administration;
Notice of Hearing on Report for
Amount of Administrative Penalty Due and Owing
(*Tehama County Code Chapters 10.16*)

ONCE THE OBLIGATION IS SATISFIED, THE LIEN SHALL BE RELEASED. FAILURE TO ATTEND THE HEARING OR FILE A WRITTEN OBJECTION WITH THE CLERK OF THE BOARD OF SUPERVISORS WILL CONSTITUTE A FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES WITH RESPECT TO THE ADMINSTRATIVE PENALTIES.

NOTICE IS HEREBY GIVEN.

6-11-26
Date of Service of Notice

Tehama County Clerk of the Board of Supervisors

Payments should be directed to: TEHAMA COUNTY ENVIRONMENTAL HEALTH
CODE ENFORCEMENT DIVISION
633 Washington Street, Room 36, Red Bluff, CA 96080
Phone: 530-527-8020 FAX: 530-527-6617

Tehama County Environmental Health Department
633 Washington Street, Room 36
Red Bluff, CA 96080
530-527-8020

Exhibit "A"

Code Enforcement Account Invoice

Account ID	Date
1158	03/11/2026

Invoice ID	Invoice Total Due:
14408	$3,000.00

TO : THORA ADCOCK
9233 HWY 99E
LOS MOLINOS CA 96055

PAYMENT DUE IMMEDIATELY
03/11/2026

You received this invoice because you were either the property owner, occupant or a person who caused, permitted, suffers or maintained, conducted, or otherwise suffered or allowed the violation to exist.

APN: 047-160-028 **Site Location:** 9233 HWY 99E LOS MOLINOS CA 96055

Date		Amount
Invoice # 14408		
03/11/2026	CODE ENFORCEMENT ADMINISTRATIVE PENALTIES	$3,000.00

Penalties due for Public Nuisance. $100.00 per day starting 11/8/24 through 12/7/24 30 days at $100.00 per day = $3,000.00

Total Due for This Invoice: $3,000.00
Invoice Balance: $3,000.00

Please make payments to Tehama County Environmental Health Code Enforcement 633 Washington Street, Room 36, Red Bluff, CA 96080 in the form of a cashier's check or money order, no personal checks.

Interest shall accrue on any amounts due from the effective date until the date paid pursuant to the laws applicable to civil judgments.

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TEHAMA MAKING THE DETERMINATION AND ORDERING THAT THE AMOUNT OF ADMINISTRATIVE PENALTY RELATING TO THE PUBLIC NUISANCE BE ENFORCED AS A LIEN AGAINST THE AFFECTED PROPERTY AND FURTHER ORDERING RECORDATION OF NOTICE OF ADMINISTRATIVE PENALTY LIEN, PURSUANT TO CHAPTER 10.16 OF THE TEHAMA COUNTY CODE AND GOVERNMENT CODE SECTION 53069.4

Owner: **Thora Adcock**
Site Address: **9233 Hwy 99E, Los Molinos**
APN: **047-160-028**
Case No: **CE-24-139**

WHEREAS, in accordance with the procedures set forth in Chapter 10.16 of the Tehama County Code, the condition(s) occurring on the premises was determined to constitute a public nuisance; and

WHEREAS, in the event that the nuisance was not voluntarily abated, the County was authorized to impose a daily administrative penalty through the process set forth in Section 10.16.200 of the Tehama County Code; and

WHEREAS, the nuisance was not abated as ordered; and

WHEREAS, administrative penalty has been imposed for the public nuisance occurring on the property in accordance with the above-described process, and that determination has become final and conclusive; and

WHEREAS, the enforcing officer has kept an account of the amount of the administrative penalty imposed, and has rendered a report in writing to the Board of Supervisors showing the amount of administrative penalty, which is attached hereto as Exhibit “A”; and

WHEREAS, the total administrative penalty imposed is **$3,000.00;** and

WHEREAS, the County made a demand on the property owner at least ninety (90) days prior to this Hearing for the amounts stated in Exhibit “A” to pay the County for the administrative penalty; and

WHEREAS, the County has not received payment in full from the property owner; and

WHEREAS, no timely appeal was filed with the Superior Court; and

WHEREAS, the Board of Supervisors is authorized to record Notice of Administrative Penalty Lien against the property pursuant to Government Code section 53069.4 and Tehama County Code section 10.16.200; and

WHEREAS, the owner of the property has been given notice of this Hearing and provided an opportunity to be heard in accordance with Tehama County Code section 10.16.200;

NOW THEREFORE BE IT RESOLVED, that the report of the enforcing officer, attached hereto as Exhibit "A," with any modifications directed by the Board of Supervisors on the record at this Hearing is hereby confirmed and approved; and

BE IT FURTHER RESOLVED, that the Tehama County Board of Supervisors hereby orders that an administrative penalty shall be enforced as a lien against the property described in the amount stated in Exhibit "A," with any modifications directed by the Board of Supervisors on the record at this Hearing; and

BE IT FURTHER RESOLVED, that the Board of Supervisors authorizes and directs the enforcing officer to record a Notice of Administrative Penalty Lien against the property for the amounts stated in Exhibit "A," with any modifications directed by the Board of Supervisors on the record at this Hearing, in substantially the form attached hereto as Exhibit "B,"

The foregoing resolution was offered on a motion by Supervisor _____, seconded by Supervisor_____, and carried by the following vote of the Board:

AYES:

NOES:

ABSENT OR NOT VOTING:

STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

I, _____, 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 a resolution adopted by said Board of Supervisors on the _____ day of _____, 2026.

DATED: This _____ day of _____, 2026.

_____, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California.

By_____

Tehama County Environmental Health Department
633 Washington Street, Room 36
Red Bluff, CA 96080
530-527-8020

Exhibit "A"

Code Enforcement Account Invoice

Account ID	Date
1158	03/11/2026

Invoice ID	Invoice Total Due:
14408	$3,000.00

PAYMENT DUE IMMEDIATELY
03/11/2026

TO : THORA ADCOCK
9233 HWY 99E
LOS MOLINOS CA 96055

You received this invoice because you were either the property owner, occupant or a person who caused, permitted, suffers or maintained, conducted, or otherwise suffered or allowed the violation to exist.

APN: 047-160-028 **Site Location:** 9233 HWY 99E LOS MOLINOS CA 96055

Date		Amount
Invoice # 14408		
03/11/2026	CODE ENFORCEMENT ADMINISTRATIVE PENALTIES	$3,000.00

Penalties due for Public Nuisance. $100.00 per day starting 11/8/24 through 12/7/24 30 days at $100.00 per day = $3,000.00

Total Due for This Invoice: $3,000.00
Invoice Balance: $3,000.00

Please make payments to Tehama County Environmental Health Code Enforcement 633 Washington Street, Room 36, Red Bluff, CA 96080 in the form of a cashier's check or money order, no personal checks.

Interest shall accrue on any amounts due from the effective date until the date paid pursuant to the laws applicable to civil judgments.

Exhibit B

Recording requested by and mail to:

Tehama County Department of
Environmental Health,
Code Enforcement
633 Washington St., Room 36
Red Bluff, CA 96080

NOTICE OF ADMINISTRATIVE PENALTY LIEN

Property Owner Name and Last Known Address:
XXXXXXXX
XX
XX

Site Address:

Assessor's Parcel Number
XXXXXXX

Date Penalty Began Accruing:
X

Date Penalty Stopped Accruing:
X

WHEREAS, Exhibit "A" attached hereto and incorporated herein is a legal description of the subject property ("Premises").

WHEREAS, in accordance with the procedures set forth in Chapter 10.16 of the Tehama County Code, a condition occurring on the Premises was determined to constitute a public nuisance, and an administrative penalty was imposed in the amount of $100.00 per day.

WHEREAS, an administrative penalty accrued between XX through XX without abatement.

WHEREAS, on XX the County of Tehama made a demand that the administrative penalty in the sum of $3,000.00 be paid immediately/by XX. The amount paid toward the total sum to date is: $none.

WHEREAS, on XX, the Tehama County Board of Supervisors adopted Resolution No. XXXX ordering that the penalty be enforced against the Premises and further ordering recordation of this Notice of Administrative Penalty Lien against the Premises, pursuant to Chapter 10.06 of the Tehama County Code and Government Code section 53069.4.

WHEREAS, the County of Tehama does hereby claim an Administrative Penalty Lien in the sum of $X,XXX.XX. The same shall be a lien on upon the Premises until the same has been paid in full and released of record.

NOTICE IS HEREBY GIVEN.

Date of Notice

Tia Branton, Director of
Environmental Health

Tehama County

Agenda Request Form

File #: 26-1193 **Agenda Date:** 7/7/2026 **Agenda #:** 16.

ENVIRONMENTAL HEALTH DEPARTMENT / CODE ENFORCEMENT - Code Enforcement Officers Clint Weston and Ron Robbins

Requested Action(s)
a) Public Nuisance Administrative Penalty Lien Hearing Pursuant to Chapter 10.16 of the Tehama County Code and Government Code section 53069.4:

1) HEARING - Conduct Hearing to review the enforcing officer's report of the amount of administrative penalty and to determine whether, and in what amount, the administrative penalty shall be enforced as a lien against the affected property listed below:

Owner: Mario Martinez
Site Address: 23175 Third St., Gerber
APN: 037-181-009 (District 2)
Case No: CE24-126

2) RESOLUTION - Request adoption of an Administrative Penalty Lien Resolution making a determination and ordering that the amount of administrative penalty relating to public nuisance be enforced as a lien against the affected property and further ordering recordation of a notice of administrative penalty lien against said property

Financial Impact:
Pursuing assessment and collection of liens arising from unpaid administrative penalties will facilitate the Department's compliance with Chapter 10.16 of the Tehama County Code and Government Code Section 53069.4.

Background Information:
Tehama County Code Enforcement conducted an inspection of the Premises on October 2, 2024. The enforcing officer issued a Notice of Violation and Proposed Administrative Penalty("Notice") to the owner(s), and/or occupant(s) of the Premises on October 7, 2024 for a public nuisance under Chapter 10.16. Abatement of the nuisance was ordered as specified in the Notice.

On December 19, 2024, Tehama County Code Enforcement sent an invoice requesting payment. No payments have been paid as of June 23, 2026.

Notice of Hearing on Accounting for Cost of Abatement and Cost of Administration; Notice of Hearing on Report for Amount of Administrative Penalty Due and Owing (*Tehama County Code Chapters 10.16*)

DATE OF NOTICE: 6/11/2026 **Case No. CE-24-126**

Property Owner Name and Last Known Address:
Mario Martinez
PO Box 261
Proberta, CA 96078

Occupant:
All occupants at this site address

Site Address:
23175 Third St., Gerber

Assessor's Parcel Number:
037-181-009

TO ALL PROPERTY OWNERS, TENANTS, OR OTHERS IN POSSESSION OF THE PREMISES IDENTIFIED AS:
23175 Third St., Gerber

YOU ARE HEREBY NOTIFIED that Exhibit "A," attached hereto and incorporated herein, is a copy of the account and/or report pertaining to the property determined to be a nuisance & found in violation of Chapter 10.16 of the Tehama County Code. The amount is presently due and owing.

YOU ARE HEREBY NOTIFIED the Tehama County Board of Supervisors will review the account and/or report.
FAILURE TO APPEAR AT THE HEARING SCHEDULED ON:

DATE: **7/7/2026**
TIME: **1:30 PM**
ADDRESS: **727 Oak Street, Red Bluff, CA**

WILL CONSTITUTE A FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES WITH RESPECT TO THE ADMINISTRATIVE COSTS. THE ENTIRE PENALTY AND INTERESTS MAY BE PROCESSED FOR A PERSONAL CIVIL JUDGEMENT, SEIZURE OF PERSONAL PROPERTY, PAY GARNISHMENT OR COORDINATION WITH FRANCHISE TAX BOARD AND OR INTERNAL REVENUE SERVICE.

If you require an interpreter, you are responsible for providing one for yourself

NOTICE IS FURTHER GIVEN:

Administrative Penalty:

YOU MAY APPEAR AT SAID DATE AND TIME TO BE HEARD. The property owner may also file a written objection with the Clerk of the Board of Supervisors stating a description of the property at issue and the grounds for such objection.

THE BOARD OF SUPERVISORS MAY ORDER THAT THE AMOUNT OF ADMINISTRATIVE PENALTY BE ENFORCED AS A LIEN AGAINST THE PREMISES AND THE LIEN WILL BE RECORDED AGAINST THE PREMISES. (TEHAMA COUNTY CODE SECTION 10.16.200, SUBD. (I))

Notice of Hearing on Accounting for Cost of Abatement and Cost of Administration; Notice of Hearing on Report for Amount of Administrative Penalty Due and Owing (*Tehama County Code Chapters 10.16*)

ONCE THE OBLIGATION IS SATISFIED, THE LIEN SHALL BE RELEASED. FAILURE TO ATTEND THE HEARING OR FILE A WRITTEN OBJECTION WITH THE CLERK OF THE BOARD OF SUPERVISORS WILL CONSTITUTE A FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES WITH RESPECT TO THE ADMINSTRATIVE PENALTIES.

NOTICE IS HEREBY GIVEN.

6-11-26
Date of Service of Notice

Tehama County Clerk of the Board of Supervisors

Payments should be directed to: TEHAMA COUNTY ENVIRONMENTAL HEALTH
CODE ENFORCEMENT DIVISION
633 Washington Street, Room 36, Red Bluff, CA 96080
Phone: 530-527-8020 FAX: 530-527-6617

Tehama County Environmental H partment
633 Washington Street, Room 36
Red Bluff, CA 96080
530-527-8020

Exhibit "A"

Code Enforcement Account Invoice

Account ID	Date
AR0003318	12/19/2024

Invoice ID	Invoice Total Due:
IN0012243	$ 3,000.00

PAYMENT DUE IMMEDIATELY

TO : MARIO MARTINEZ

PO BOX 261
PROBERTA, CA 96078

You received this invoice because you were either the property owner, occupant or a person who caused, permitted, suffers or maintained, conducted, or otherwise suffered or allowed the violation to exist.

APN: 037-181-009 **Site Location:** 23175 THIRD STREET GERBER

Date	Program/ Element	Description	Amount

Invoice #IN0012243 --- **Date of Invoice : 12/19/2024**

12/19/24	8116	CODE ADMINISTRATIVE PENALTIES	$ 3,000.00

Penalties due for Public Nuisance. $100.00 per day starting 10/18/24 through 11/16/24 30 days at $100.00 per day = $3,000.00

Total Due for This Invoice: $ 3,000.00

Please make payments to Tehama County Environmental Health Code Enforcement 633 Washington Street, Room 36, Red Bluff, CA 96080 in the form of a cashier's check or money order, no personal checks.

Interest shall accrue on any amounts due from the effective date until the date paid pursuant to the laws applicable to civil judgments.

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TEHAMA MAKING THE DETERMINATION AND ORDERING THAT THE AMOUNT OF ADMINISTRATIVE PENALTY RELATING TO THE PUBLIC NUISANCE BE ENFORCED AS A LIEN AGAINST THE AFFECTED PROPERTY AND FURTHER ORDERING RECORDATION OF NOTICE OF ADMINISTRATIVE PENALTY LIEN, PURSUANT TO CHAPTER 10.16 OF THE TEHAMA COUNTY CODE AND GOVERNMENT CODE SECTION 53069.4

Owner: **Mario Martinez**
Site Address: **23175 Third St., Gerber**
APN: **037-181-009**
Case No: **CE-24-126**

WHEREAS, in accordance with the procedures set forth in Chapter 10.16 of the Tehama County Code, the condition(s) occurring on the premises was determined to constitute a public nuisance; and

WHEREAS, in the event that the nuisance was not voluntarily abated, the County was authorized to impose a daily administrative penalty through the process set forth in Section 10.16.200 of the Tehama County Code; and

WHEREAS, the nuisance was not abated as ordered; and

WHEREAS, administrative penalty has been imposed for the public nuisance occurring on the property in accordance with the above-described process, and that determination has become final and conclusive; and

WHEREAS, the enforcing officer has kept an account of the amount of the administrative penalty imposed, and has rendered a report in writing to the Board of Supervisors showing the amount of administrative penalty, which is attached hereto as Exhibit “A”; and

WHEREAS, the total administrative penalty imposed is **$3,000.00;** and

WHEREAS, the County made a demand on the property owner at least ninety (90) days prior to this Hearing for the amounts stated in Exhibit “A” to pay the County for the administrative penalty; and

WHEREAS, the County has not received payment in full from the property owner; and

WHEREAS, no timely appeal was filed with the Superior Court; and

WHEREAS, the Board of Supervisors is authorized to record Notice of Administrative Penalty Lien against the property pursuant to Government Code section 53069.4 and Tehama County Code section 10.16.200; and

WHEREAS, the owner of the property has been given notice of this Hearing and provided an opportunity to be heard in accordance with Tehama County Code section 10.16.200;

NOW THEREFORE BE IT RESOLVED, that the report of the enforcing officer, attached hereto as Exhibit "A," with any modifications directed by the Board of Supervisors on the record at this Hearing is hereby confirmed and approved; and

BE IT FURTHER RESOLVED, that the Tehama County Board of Supervisors hereby orders that an administrative penalty shall be enforced as a lien against the property described in the amount stated in Exhibit "A," with any modifications directed by the Board of Supervisors on the record at this Hearing; and

BE IT FURTHER RESOLVED, that the Board of Supervisors authorizes and directs the enforcing officer to record a Notice of Administrative Penalty Lien against the property for the amounts stated in Exhibit "A," with any modifications directed by the Board of Supervisors on the record at this Hearing, in substantially the form attached hereto as Exhibit "B,"

The foregoing resolution was offered on a motion by Supervisor _____, seconded by Supervisor_____, and carried by the following vote of the Board:

AYES:

NOES:

ABSENT OR NOT VOTING:

STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

I, _____, 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 a resolution adopted by said Board of Supervisors on the _____ day of _____, 2026.

DATED: This _____ day of _____, 2026.

_____, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California.

By_____

Tehama County Environmental H partment
633 Washington Street, Room 36
Red Bluff, CA 96080
530-527-8020

Exhibit "A"

Code Enforcement Account Invoice

Account ID	Date
AR0003318	12/19/2024

Invoice ID	Invoice Total Due:
IN0012243	$ 3,000.00

TO: MARIO MARTINEZ

PO BOX 261
PROBERTA, CA 96078

PAYMENT DUE IMMEDIATELY

You received this invoice because you were either the property owner, occupant or a person who caused, permitted, suffers or maintained, conducted, or otherwise suffered or allowed the violation to exist.

APN: 037-181-009 **Site Location:** 23175 THIRD STREET GERBER

	Date	Program/ Element	Description	Amount
Invoice #IN0012243	**--- Date of Invoice : 12/19/2024**			
	12/19/24	8116	CODE ADMINISTRATIVE PENALTIES	$ 3,000.00
	Penalties due for Public Nuisance. $100.00 per day starting 10/18/24 through 11/16/24 30 days at $100.00 per day = $3,000.00			
			Total Due for This Invoice:	$ 3,000.00

Please make payments to Tehama County Environmental Health Code Enforcement 633 Washington Street, Room 36, Red Bluff, CA 96080 in the form of a cashier's check or money order, no personal checks.

Interest shall accrue on any amounts due from the effective date until the date paid pursuant to the laws applicable to civil judgments.

Exhibit B

Recording requested by and mail to:

Tehama County Department of
Environmental Health,
Code Enforcement
633 Washington St., Room 36
Red Bluff, CA 96080

NOTICE OF ADMINISTRATIVE PENALTY LIEN

Property Owner Name and Last Known Address:
XXXXXXXX
XX
XX

Site Address:

Assessor's Parcel Number
XXXXXXX

Date Penalty Began Accruing:
X

Date Penalty Stopped Accruing:
X

WHEREAS, Exhibit "A" attached hereto and incorporated herein is a legal description of the subject property ("Premises").

WHEREAS, in accordance with the procedures set forth in Chapter 10.16 of the Tehama County Code, a condition occurring on the Premises was determined to constitute a public nuisance, and an administrative penalty was imposed in the amount of $100.00 per day.

WHEREAS, an administrative penalty accrued between XX through XX without abatement.

WHEREAS, on XX the County of Tehama made a demand that the administrative penalty in the sum of $3,000.00 be paid immediately/by XX. The amount paid toward the total sum to date is: $none.

WHEREAS, on XX, the Tehama County Board of Supervisors adopted Resolution No. XXXX ordering that the penalty be enforced against the Premises and further ordering recordation of this Notice of Administrative Penalty Lien against the Premises, pursuant to Chapter 10.06 of the Tehama County Code and Government Code section 53069.4.

WHEREAS, the County of Tehama does hereby claim an Administrative Penalty Lien in the sum of $X,XXX.XX. The same shall be a lien on upon the Premises until the same has been paid in full and released of record.

NOTICE IS HEREBY GIVEN.

Date of Notice

Tia Branton, Director of
Environmental Health

Tehama County

Agenda Request Form

File #: 26-1201 **Agenda Date:** 7/7/2026 **Agenda #:** 17.

ENVIRONMENTAL HEALTH DEPARTMENT / CODE ENFORCEMENT - Code Enforcement Officers Clint Weston and Ron Robbins

Requested Action(s)
a) Public Nuisance Administrative Penalty Lien Hearing Pursuant to Chapter 10.16 of the Tehama County Code and Government Code section 53069.4:

1) HEARING - Conduct Hearing to review the enforcing officer's report of the amount of administrative penalty and to determine whether, and in what amount, the administrative penalty shall be enforced as a lien against the affected property listed below:

Owner:	Hanover Properties LLC
Site Address:	7025 Ox Yoke Bend, RTR
APN:	062-420-007 (District 4)
Case No:	CE25-147

2) RESOLUTION - Request adoption of an Administrative Penalty Lien Resolution making a determination and ordering that the amount of administrative penalty relating to public nuisance be enforced as a lien against the affected property and further ordering recordation of a notice of administrative penalty lien against said property

Financial Impact:
Pursuing assessment and collection of liens arising from unpaid administrative penalties will facilitate the Department's compliance with Chapter 10.16 of the Tehama County Code and Government Code Section 53069.4.

Background Information:
Tehama County Code Enforcement conducted an inspection of the Premises on November 18, 2025. The enforcing officer issued a Notice of Violation and Proposed Administrative Penalty("Notice") to the owner(s), and/or occupant(s) of the Premises on November 24, 2025 for a public nuisance under Chapter 10.16. Abatement of the nuisance was ordered as specified in the Notice.

On January 28, 2026, Tehama County Code Enforcement sent an invoice requesting payment. No payments have been paid as of June 23, 2026.

Notice of Hearing on Accounting for Cost of Abatement and Cost of Administration; Notice of Hearing on Report for Amount of Administrative Penalty Due and Owing
(*Tehama County Code Chapters 10.16*)

DATE OF NOTICE: 6/11/2026 **Case No. CE-25-147**

Property Owner Name and Last Known Address:
Hanover Properties LLC
1692 Mangrove Ave., Apt. #237
Chico, CA 95926

Occupant:
All occupants at this site address

Site Address:
7025 Ox Yoke Bend, RTR

Assessor's Parcel Number:
062-420-007

TO ALL PROPERTY OWNERS, TENANTS, OR OTHERS IN POSSESSION OF THE PREMISES IDENTIFIED AS:
7025 Ox Yoke Bend, RTR

YOU ARE HEREBY NOTIFIED that Exhibit "A," attached hereto and incorporated herein, is a copy of the account and/or report pertaining to the property determined to be a nuisance & found in violation of Chapter 10.16 of the Tehama County Code. The amount is presently due and owing.

YOU ARE HEREBY NOTIFIED the Tehama County Board of Supervisors will review the account and/or report.
FAILURE TO APPEAR AT THE HEARING SCHEDULED ON:

DATE: **7/7/2026**
TIME: **1:30 PM**
ADDRESS: **727 Oak Street, Red Bluff, CA**

WILL CONSTITUTE A FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES WITH RESPECT TO THE ADMINISTRATIVE COSTS. THE ENTIRE PENALTY AND INTERESTS MAY BE PROCESSED FOR A PERSONAL CIVIL JUDGEMENT, SEIZURE OF PERSONAL PROPERTY, PAY GARNISHMENT OR COORDINATION WITH FRANCHISE TAX BOARD AND OR INTERNAL REVENUE SERVICE.

If you require an interpreter, you are responsible for providing one for yourself

NOTICE IS FURTHER GIVEN:

Administrative Penalty:

YOU MAY APPEAR AT SAID DATE AND TIME TO BE HEARD. The property owner may also file a written objection with the Clerk of the Board of Supervisors stating a description of the property at issue and the grounds for such objection.

THE BOARD OF SUPERVISORS MAY ORDER THAT THE AMOUNT OF ADMINISTRATIVE PENALTY BE ENFORCED AS A LIEN AGAINST THE PREMISES AND THE LIEN WILL BE RECORDED AGAINST THE PREMISES. (TEHAMA COUNTY CODE SECTION 10.16.200, SUBD. (I))

Notice of Hearing on Accounting for
Cost of Abatement and Cost of Administration;
Notice of Hearing on Report for
Amount of Administrative Penalty Due and Owing
(*Tehama County Code Chapters 10.16*)

ONCE THE OBLIGATION IS SATISFIED, THE LIEN SHALL BE RELEASED. FAILURE TO ATTEND THE HEARING OR FILE A WRITTEN OBJECTION WITH THE CLERK OF THE BOARD OF SUPERVISORS WILL CONSTITUTE A FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES WITH RESPECT TO THE ADMINSTRATIVE PENALTIES.

NOTICE IS HEREBY GIVEN.

6-11-26
Date of Service of Notice

Tehama County Clerk of the Board of Supervisors

Payments should be directed to: TEHAMA COUNTY ENVIRONMENTAL HEALTH
CODE ENFORCEMENT DIVISION
633 Washington Street, Room 36, Red Bluff, CA 96080
Phone: 530-527-8020 FAX: 530-527-6617

Tehama County Environmental Health Department
633 Washington Street, Room 36
Red Bluff, CA 96080
530-527-8020

Exhibit "A"

Code Enforcement Account Invoice

Account ID	Date
4376	01/28/2026

Invoice ID	Invoice Total Due:
14376	$3,000.00

TO : HANOVER PROPERTIES LLC
1692 MANGROVE AVE. APT# 237
CHICO CA 95926

PAYMENT DUE IMMEDIATELY
01/28/2026

You received this invoice because you were either the property owner, occupant or a person who caused, permitted, suffers or maintained, conducted, or otherwise suffered or allowed the violation to exist.

APN: 062-420-007 **Site Location:** 7025 OX YOKE BEND CORNING CA 96021

Date		Amount
Invoice # 14376		
01/28/2026	CODE ENFORCEMENT ADMINISTRATIVE PENALTIES	$3,000.00

Penalties due for Public Nuisance. $100.00 per day starting 12/5/25 through 1/3/26 30 days at $100.00 per day = $3,000.00

Total Due for This Invoice: $3,000.00
Invoice Balance: $3,000.00

Please make payments to Tehama County Environmental Health Code Enforcement 633 Washington Street, Room 36, Red Bluff, CA 96080 in the form of a cashier's check or money order, no personal checks.

Interest shall accrue on any amounts due from the effective date until the date paid pursuant to the laws applicable to civil judgments.

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TEHAMA MAKING THE DETERMINATION AND ORDERING THAT THE AMOUNT OF ADMINISTRATIVE PENALTY RELATING TO THE PUBLIC NUISANCE BE ENFORCED AS A LIEN AGAINST THE AFFECTED PROPERTY AND FURTHER ORDERING RECORDATION OF NOTICE OF ADMINISTRATIVE PENALTY LIEN, PURSUANT TO CHAPTER 10.16 OF THE TEHAMA COUNTY CODE AND GOVERNMENT CODE SECTION 53069.4

Owner:	**Hanover Properties LLC**
Site Address:	**7025 Ox Yoke Bend, RTR**
APN:	**062-420-007**
Case No:	**CE-25-147**

WHEREAS, in accordance with the procedures set forth in Chapter 10.16 of the Tehama County Code, the condition(s) occurring on the premises was determined to constitute a public nuisance; and

WHEREAS, in the event that the nuisance was not voluntarily abated, the County was authorized to impose a daily administrative penalty through the process set forth in Section 10.16.200 of the Tehama County Code; and

WHEREAS, the nuisance was not abated as ordered; and

WHEREAS, administrative penalty has been imposed for the public nuisance occurring on the property in accordance with the above-described process, and that determination has become final and conclusive; and

WHEREAS, the enforcing officer has kept an account of the amount of the administrative penalty imposed, and has rendered a report in writing to the Board of Supervisors showing the amount of administrative penalty, which is attached hereto as Exhibit “A”; and

WHEREAS, the total administrative penalty imposed is **$3,000.00;** and

WHEREAS, the County made a demand on the property owner at least ninety (90) days prior to this Hearing for the amounts stated in Exhibit “A” to pay the County for the administrative penalty; and

WHEREAS, the County has not received payment in full from the property owner; and

WHEREAS, no timely appeal was filed with the Superior Court; and

WHEREAS, the Board of Supervisors is authorized to record Notice of Administrative Penalty Lien against the property pursuant to Government Code section 53069.4 and Tehama County Code section 10.16.200; and

WHEREAS, the owner of the property has been given notice of this Hearing and provided an opportunity to be heard in accordance with Tehama County Code section 10.16.200;

NOW THEREFORE BE IT RESOLVED, that the report of the enforcing officer, attached hereto as Exhibit "A," with any modifications directed by the Board of Supervisors on the record at this Hearing is hereby confirmed and approved; and

BE IT FURTHER RESOLVED, that the Tehama County Board of Supervisors hereby orders that an administrative penalty shall be enforced as a lien against the property described in the amount stated in Exhibit "A," with any modifications directed by the Board of Supervisors on the record at this Hearing; and

BE IT FURTHER RESOLVED, that the Board of Supervisors authorizes and directs the enforcing officer to record a Notice of Administrative Penalty Lien against the property for the amounts stated in Exhibit "A," with any modifications directed by the Board of Supervisors on the record at this Hearing, in substantially the form attached hereto as Exhibit "B,"

The foregoing resolution was offered on a motion by Supervisor _____, seconded by Supervisor_____, and carried by the following vote of the Board:

AYES:

NOES:

ABSENT OR NOT VOTING:

STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

I, _____, 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 a resolution adopted by said Board of Supervisors on the _____ day of _____, 2026.

DATED: This _____ day of _____, 2026.

_____, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California.

By_____

Tehama County Environmental Health Department
633 Washington Street, Room 36
Red Bluff, CA 96080
530-527-8020

Exhibit "A"

Code Enforcement Account Invoice

Account ID	Date
4376	01/28/2026

Invoice ID	Invoice Total Due:
14376	$3,000.00

PAYMENT DUE IMMEDIATELY
01/28/2026

TO : HANOVER PROPERTIES LLC
1692 MANGROVE AVE. APT# 237
CHICO CA 95926

You received this invoice because you were either the property owner, occupant or a person who caused, permitted, suffers or maintained, conducted, or otherwise suffered or allowed the violation to exist.

APN: 062-420-007 **Site Location:** 7025 OX YOKE BEND CORNING CA 96021

Date		Amount
Invoice # 14376		
01/28/2026	CODE ENFORCEMENT ADMINISTRATIVE PENALTIES	$3,000.00

Penalties due for Public Nuisance. $100.00 per day starting 12/5/25 through 1/3/26 30 days at $100.00 per day = $3,000.00

Total Due for This Invoice: $3,000.00
Invoice Balance: $3,000.00

Please make payments to Tehama County Environmental Health Code Enforcement 633 Washington Street, Room 36, Red Bluff, CA 96080 in the form of a cashier's check or money order, no personal checks.

Interest shall accrue on any amounts due from the effective date until the date paid pursuant to the laws applicable to civil judgments.

Exhibit B

Recording requested by and mail to:

Tehama County Department of
Environmental Health,
Code Enforcement
633 Washington St., Room 36
Red Bluff, CA 96080

NOTICE OF ADMINISTRATIVE PENALTY LIEN

Property Owner Name and Last Known Address:
XXXXXXXX
XX
XX

Site Address:

Assessor's Parcel Number
XXXXXXX

Date Penalty Began Accruing:
X

Date Penalty Stopped Accruing:
X

WHEREAS, Exhibit "A" attached hereto and incorporated herein is a legal description of the subject property ("Premises").

WHEREAS, in accordance with the procedures set forth in Chapter 10.16 of the Tehama County Code, a condition occurring on the Premises was determined to constitute a public nuisance, and an administrative penalty was imposed in the amount of $100.00 per day.

WHEREAS, an administrative penalty accrued between XX through XX without abatement.

WHEREAS, on XX the County of Tehama made a demand that the administrative penalty in the sum of $3,000.00 be paid immediately/by XX. The amount paid toward the total sum to date is: $none.

WHEREAS, on XX, the Tehama County Board of Supervisors adopted Resolution No. XXXX ordering that the penalty be enforced against the Premises and further ordering recordation of this Notice of Administrative Penalty Lien against the Premises, pursuant to Chapter 10.06 of the Tehama County Code and Government Code section 53069.4.

WHEREAS, the County of Tehama does hereby claim an Administrative Penalty Lien in the sum of $X,XXX.XX. The same shall be a lien on upon the Premises until the same has been paid in full and released of record.

NOTICE IS HEREBY GIVEN.

Date of Notice

Tia Branton, Director of
Environmental Health

Tehama County

Agenda Request Form

File #: 26-1206 **Agenda Date:** 7/7/2026 **Agenda #:** 18.

ENVIRONMENTAL HEALTH DEPARTMENT / CODE ENFORCEMENT - Code Enforcement Officers Clint Weston and Ron Robbins

Requested Action(s)
a) Public Nuisance Administrative Penalty Lien Hearing Pursuant to Chapter 10.16 of the Tehama County Code and Government Code section 53069.4:

1) HEARING - Conduct Hearing to review the enforcing officer's report of the amount of administrative penalty and to determine whether, and in what amount, the administrative penalty shall be enforced as a lien against the affected property listed below:

Owner:	Leslie L McDowell
Site Address:	7900 Hwy 99W, Gerber
APN:	064-280-011 (District 4)
Case No:	CE25-41

2) RESOLUTION - Request adoption of an Administrative Penalty Lien Resolution making a determination and ordering that the amount of administrative penalty relating to public nuisance be enforced as a lien against the affected property and further ordering recordation of a notice of administrative penalty lien against said property

Financial Impact:
Pursuing assessment and collection of liens arising from unpaid administrative penalties will facilitate the Department's compliance with Chapter 10.16 of the Tehama County Code and Government Code Section 53069.4.

Background Information:
Tehama County Code Enforcement conducted an inspection of the Premises on March 20, 2025. The enforcing officer issued a Notice of Violation and Proposed Administrative Penalty("Notice") to the owner(s), and/or occupant(s) of the Premises on March 24, 2025 for a public nuisance under Chapter 10.16. Abatement of the nuisance was ordered as specified in the Notice.

On January 28, 2026, Tehama County Code Enforcement sent an invoice requesting payment. No payments have been paid as of June 23, 2026.

Notice of Hearing on Accounting for Cost of Abatement and Cost of Administration; Notice of Hearing on Report for Amount of Administrative Penalty Due and Owing
(*Tehama County Code Chapters 10.16*)

DATE OF NOTICE: 6/11/2026 **Case No. CE-25-41**

Property Owner Name and Last Known Address:
Leslie L McDowell
7900 Hwy 99W
Gerber CA 96035

Occupant:
All occupants at this site address

Site Address:
7900 Hwy 99W, Gerber

Assessor's Parcel Number:
064-280-011

TO ALL PROPERTY OWNERS, TENANTS, OR OTHERS IN POSSESSION OF THE PREMISES IDENTIFIED AS:
7900 Hwy 99W, Gerber

YOU ARE HEREBY NOTIFIED that Exhibit "A," attached hereto and incorporated herein, is a copy of the account and/or report pertaining to the property determined to be a nuisance & found in violation of Chapter 10.16 of the Tehama County Code. The amount is presently due and owing.

YOU ARE HEREBY NOTIFIED the Tehama County Board of Supervisors will review the account and/or report.
FAILURE TO APPEAR AT THE HEARING SCHEDULED ON:

DATE: **7/7/2026**
TIME: **1:30 PM**
ADDRESS: **727 Oak Street, Red Bluff, CA**

WILL CONSTITUTE A FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES WITH RESPECT TO THE ADMINISTRATIVE COSTS. THE ENTIRE PENALTY AND INTERESTS MAY BE PROCESSED FOR A PERSONAL CIVIL JUDGEMENT, SEIZURE OF PERSONAL PROPERTY, PAY GARNISHMENT OR COORDINATION WITH FRANCHISE TAX BOARD AND OR INTERNAL REVENUE SERVICE.

If you require an interpreter, you are responsible for providing one for yourself

NOTICE IS FURTHER GIVEN:

Administrative Penalty:

YOU MAY APPEAR AT SAID DATE AND TIME TO BE HEARD. The property owner may also file a written objection with the Clerk of the Board of Supervisors stating a description of the property at issue and the grounds for such objection.

THE BOARD OF SUPERVISORS MAY ORDER THAT THE AMOUNT OF ADMINISTRATIVE PENALTY BE ENFORCED AS A LIEN AGAINST THE PREMISES AND THE LIEN WILL BE RECORDED AGAINST THE PREMISES. (TEHAMA COUNTY CODE SECTION 10.16.200, SUBD. (I))

Notice of Hearing on Accounting for Cost of Abatement and Cost of Administration; Notice of Hearing on Report for Amount of Administrative Penalty Due and Owing (*Tehama County Code Chapters 10.16*)

ONCE THE OBLIGATION IS SATISFIED, THE LIEN SHALL BE RELEASED. FAILURE TO ATTEND THE HEARING OR FILE A WRITTEN OBJECTION WITH THE CLERK OF THE BOARD OF SUPERVISORS WILL CONSTITUTE A FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES WITH RESPECT TO THE ADMINSTRATIVE PENALTIES.

NOTICE IS HEREBY GIVEN.

6-11-26
Date of Service of Notice

Tehama County Clerk of the Board of Supervisors

Payments should be directed to: TEHAMA COUNTY ENVIRONMENTAL HEALTH
CODE ENFORCEMENT DIVISION
633 Washington Street, Room 36, Red Bluff, CA 96080
Phone: 530-527-8020 FAX: 530-527-6617

Tehama County Environmental Health Department
633 Washington Street, Room 36
Red Bluff, CA 96080
530-527-8020

Exhibit "A"

Code Enforcement Account Invoice

Account ID	Date
2087	01/28/2026

Invoice ID	Invoice Total Due:
14371	$3,000.00

PAYMENT DUE IMMEDIATELY
01/28/2026

TO : LESLIE L. MCDOWELL
7900 HWY 99W
GERBER CA 96035

You received this invoice because you were either the property owner, occupant or a person who caused, permitted, suffers or maintained, conducted, or otherwise suffered or allowed the violation to exist.

APN: 064-280-011 **Site Location:** 7900 HWY 99W GERBER CA 96035

Date		Amount
Invoice # 14371		
01/28/2026	CODE ENFORCEMENT ADMINISTRATIVE PENALTIES	$3,000.00

Penalties due for Public Nuisance. $100.00 per day starting 4/4/25 through 5/3/25 30 days at $100.00 per day = $3,000.00

Total Due for This Invoice: $3,000.00
Invoice Balance: $3,000.00

Please make payments to Tehama County Environmental Health Code Enforcement 633 Washington Street, Room 36, Red Bluff, CA 96080 in the form of a cashier's check or money order, no personal checks.

Interest shall accrue on any amounts due from the effective date until the date paid pursuant to the laws applicable to civil judgments.

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TEHAMA MAKING THE DETERMINATION AND ORDERING THAT THE AMOUNT OF ADMINISTRATIVE PENALTY RELATING TO THE PUBLIC NUISANCE BE ENFORCED AS A LIEN AGAINST THE AFFECTED PROPERTY AND FURTHER ORDERING RECORDATION OF NOTICE OF ADMINISTRATIVE PENALTY LIEN, PURSUANT TO CHAPTER 10.16 OF THE TEHAMA COUNTY CODE AND GOVERNMENT CODE SECTION 53069.4

Owner: **Leslie L McDowell**
Site Address: **7900 Hwy 99W, Gerber**
APN: **064-280-011**
Case No: **CE-25-41**

WHEREAS, in accordance with the procedures set forth in Chapter 10.16 of the Tehama County Code, the condition(s) occurring on the premises was determined to constitute a public nuisance; and

WHEREAS, in the event that the nuisance was not voluntarily abated, the County was authorized to impose a daily administrative penalty through the process set forth in Section 10.16.200 of the Tehama County Code; and

WHEREAS, the nuisance was not abated as ordered; and

WHEREAS, administrative penalty has been imposed for the public nuisance occurring on the property in accordance with the above-described process, and that determination has become final and conclusive; and

WHEREAS, the enforcing officer has kept an account of the amount of the administrative penalty imposed, and has rendered a report in writing to the Board of Supervisors showing the amount of administrative penalty, which is attached hereto as Exhibit “A”; and

WHEREAS, the total administrative penalty imposed is **$3,000.00;** and

WHEREAS, the County made a demand on the property owner at least ninety (90) days prior to this Hearing for the amounts stated in Exhibit “A” to pay the County for the administrative penalty; and

WHEREAS, the County has not received payment in full from the property owner; and

WHEREAS, no timely appeal was filed with the Superior Court; and

WHEREAS, the Board of Supervisors is authorized to record Notice of Administrative Penalty Lien against the property pursuant to Government Code section 53069.4 and Tehama County Code section 10.16.200; and

WHEREAS, the owner of the property has been given notice of this Hearing and provided an opportunity to be heard in accordance with Tehama County Code section 10.16.200;

NOW THEREFORE BE IT RESOLVED, that the report of the enforcing officer, attached hereto as Exhibit "A," with any modifications directed by the Board of Supervisors on the record at this Hearing is hereby confirmed and approved; and

BE IT FURTHER RESOLVED, that the Tehama County Board of Supervisors hereby orders that an administrative penalty shall be enforced as a lien against the property described in the amount stated in Exhibit "A," with any modifications directed by the Board of Supervisors on the record at this Hearing; and

BE IT FURTHER RESOLVED, that the Board of Supervisors authorizes and directs the enforcing officer to record a Notice of Administrative Penalty Lien against the property for the amounts stated in Exhibit "A," with any modifications directed by the Board of Supervisors on the record at this Hearing, in substantially the form attached hereto as Exhibit "B,"

The foregoing resolution was offered on a motion by Supervisor _____, seconded by Supervisor_____, and carried by the following vote of the Board:

AYES:

NOES:

ABSENT OR NOT VOTING:

STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

I, _____, 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 a resolution adopted by said Board of Supervisors on the _____ day of _____, 2026.

DATED: This _____ day of _____, 2026.

_____, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California.

By_____

Tehama County Environmental Health Department
633 Washington Street, Room 36
Red Bluff, CA 96080
530-527-8020

Exhibit "A"

Code Enforcement Account Invoice

Account ID	Date
2087	01/28/2026

Invoice ID	Invoice Total Due:
14371	$3,000.00

PAYMENT DUE IMMEDIATELY
01/28/2026

TO : LESLIE L. MCDOWELL
7900 HWY 99W
GERBER CA 96035

You received this invoice because you were either the property owner, occupant or a person who caused, permitted, suffers or maintained, conducted, or otherwise suffered or allowed the violation to exist.

APN: 064-280-011 **Site Location:** 7900 HWY 99W GERBER CA 96035

Date		Amount
Invoice # 14371		
01/28/2026	CODE ENFORCEMENT ADMINISTRATIVE PENALTIES	$3,000.0(

Penalties due for Public Nuisance. $100.00 per day starting 4/4/25 through 5/3/25 30 days at $100.00 per day = $3,000.00

Total Due for This Invoice: $3,000.00
Invoice Balance: $3,000.00

Please make payments to Tehama County Environmental Health Code Enforcement 633 Washington Street, Room 36, Red Bluff, CA 96080 in the form of a cashier's check or money order, no personal checks.

Interest shall accrue on any amounts due from the effective date until the date paid pursuant to the laws applicable to civil judgments.

Exhibit B

Recording requested by and mail to:

Tehama County Department of
Environmental Health,
Code Enforcement
633 Washington St., Room 36
Red Bluff, CA 96080

NOTICE OF ADMINISTRATIVE PENALTY LIEN

Property Owner Name and Last Known Address:
XXXXXXXX
XX
XX

Site Address:

Assessor's Parcel Number
XXXXXXX

Date Penalty Began Accruing:
X

Date Penalty Stopped Accruing:
X

WHEREAS, Exhibit "A" attached hereto and incorporated herein is a legal description of the subject property ("Premises").

WHEREAS, in accordance with the procedures set forth in Chapter 10.16 of the Tehama County Code, a condition occurring on the Premises was determined to constitute a public nuisance, and an administrative penalty was imposed in the amount of $100.00 per day.

WHEREAS, an administrative penalty accrued between XX through XX without abatement.

WHEREAS, on XX the County of Tehama made a demand that the administrative penalty in the sum of $3,000.00 be paid immediately/by XX. The amount paid toward the total sum to date is: $none.

WHEREAS, on XX, the Tehama County Board of Supervisors adopted Resolution No. XXXX ordering that the penalty be enforced against the Premises and further ordering recordation of this Notice of Administrative Penalty Lien against the Premises, pursuant to Chapter 10.06 of the Tehama County Code and Government Code section 53069.4.

WHEREAS, the County of Tehama does hereby claim an Administrative Penalty Lien in the sum of $X,XXX.XX. The same shall be a lien on upon the Premises until the same has been paid in full and released of record.

NOTICE IS HEREBY GIVEN.

Date of Notice

Tia Branton, Director of
Environmental Health

Tehama County

Agenda Request Form

File #: 26-1208 **Agenda Date:** 7/7/2026 **Agenda #:** 19.

ENVIRONMENTAL HEALTH DEPARTMENT / CODE ENFORCEMENT - Code Enforcement Officers Clint Weston and Ron Robbins

Requested Action(s)
a) Public Nuisance Administrative Penalty Lien Hearing Pursuant to Chapter 10.16 of the Tehama County Code and Government Code section 53069.4:

1) HEARING - Conduct Hearing to review the enforcing officer's report of the amount of administrative penalty and to determine whether, and in what amount, the administrative penalty shall be enforced as a lien against the affected property listed below:

Owner:	Bobby G Hughes
Site Address:	33584 Ponderosa Way, Paynes Creek
APN:	013-231-021 (District 3)
Case No:	CE25-150

2) RESOLUTION - Request adoption of an Administrative Penalty Lien Resolution making a determination and ordering that the amount of administrative penalty relating to public nuisance be enforced as a lien against the affected property and further ordering recordation of a notice of administrative penalty lien against said property

Financial Impact:
Pursuing assessment and collection of liens arising from unpaid administrative penalties will facilitate the Department's compliance with Chapter 10.16 of the Tehama County Code and Government Code Section 53069.4.

Background Information:
Tehama County Code Enforcement conducted an inspection of the Premises on November 26, 2025. The enforcing officer issued a Notice of Violation and Proposed Administrative Penalty("Notice") to the owner(s), and/or occupant(s) of the Premises on December 8, 2025 for a public nuisance under Chapter 10.16. Abatement of the nuisance was ordered as specified in the Notice.

On January 28, 2026, Tehama County Code Enforcement sent an invoice requesting payment. No payments have been paid as of June 23, 2026.

Notice of Hearing on Accounting for Cost of Abatement and Cost of Administration; Notice of Hearing on Report for Amount of Administrative Penalty Due and Owing
(*Tehama County Code Chapters 10.16*)

DATE OF NOTICE: 6/11/2026 **Case No. CE-25-150**

Property Owner Name and Last Known Address:
Bobby G Hughes
33584 Ponderosa Way
Paynes Creek CA 96075

Occupant:
All occupants at this site address

Site Address:
33584 Ponderosa Way, Paynes Creek

Assessor's Parcel Number:
013-231-021

TO ALL PROPERTY OWNERS, TENANTS, OR OTHERS IN POSSESSION OF THE PREMISES IDENTIFIED AS:
33584 Ponderosa Way, Paynes Creek

YOU ARE HEREBY NOTIFIED that Exhibit "A," attached hereto and incorporated herein, is a copy of the account and/or report pertaining to the property determined to be a nuisance & found in violation of Chapter 10.16 of the Tehama County Code. The amount is presently due and owing.

YOU ARE HEREBY NOTIFIED the Tehama County Board of Supervisors will review the account and/or report.
FAILURE TO APPEAR AT THE HEARING SCHEDULED ON:

DATE: **7/7/2026**
TIME: **1:30 PM**
ADDRESS: **727 Oak Street, Red Bluff, CA**

WILL CONSTITUTE A FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES WITH RESPECT TO THE ADMINISTRATIVE COSTS. THE ENTIRE PENALTY AND INTERESTS MAY BE PROCESSED FOR A PERSONAL CIVIL JUDGEMENT, SEIZURE OF PERSONAL PROPERTY, PAY GARNISHMENT OR COORDINATION WITH FRANCHISE TAX BOARD AND OR INTERNAL REVENUE SERVICE.

If you require an interpreter, you are responsible for providing one for yourself

NOTICE IS FURTHER GIVEN:

Administrative Penalty:

YOU MAY APPEAR AT SAID DATE AND TIME TO BE HEARD. The property owner may also file a written objection with the Clerk of the Board of Supervisors stating a description of the property at issue and the grounds for such objection.

THE BOARD OF SUPERVISORS MAY ORDER THAT THE AMOUNT OF ADMINISTRATIVE PENALTY BE ENFORCED AS A LIEN AGAINST THE PREMISES AND THE LIEN WILL BE RECORDED AGAINST THE PREMISES. (TEHAMA COUNTY CODE SECTION 10.16.200, SUBD. (I))

Notice of Hearing on Accounting for Cost of Abatement and Cost of Administration; Notice of Hearing on Report for Amount of Administrative Penalty Due and Owing (*Tehama County Code Chapters 10.16*)

ONCE THE OBLIGATION IS SATISFIED, THE LIEN SHALL BE RELEASED. FAILURE TO ATTEND THE HEARING OR FILE A WRITTEN OBJECTION WITH THE CLERK OF THE BOARD OF SUPERVISORS WILL CONSTITUTE A FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES WITH RESPECT TO THE ADMINSTRATIVE PENALTIES.

NOTICE IS HEREBY GIVEN.

6-11-26
Date of Service of Notice

Tehama County Clerk of the Board of Supervisors

Payments should be directed to: TEHAMA COUNTY ENVIRONMENTAL HEALTH
CODE ENFORCEMENT DIVISION
633 Washington Street, Room 36, Red Bluff, CA 96080
Phone: 530-527-8020 FAX: 530-527-6617

Tehama County Environmental Health Department
633 Washington Street, Room 36
Red Bluff, CA 96080
530-527-8020

Exhibit "A"

Code Enforcement Account Invoice

Account ID	Date
4374	01/28/2026

Invoice ID	Invoice Total Due:
14373	$3,000.00

PAYMENT DUE IMMEDIATELY
01/28/2026

TO : BOBBY HUGHES
33584 PONDEROSA WAY
PAYNES CREEK CA 96075

You received this invoice because you were either the property owner, occupant or a person who caused, permitted, suffers or maintained, conducted, or otherwise suffered or allowed the violation to exist.

APN: 013-231-021 **Site Location:** 33584 PONDEROSA WAY PAYNES CREEK CA 96075

Date		Amount
Invoice # 14373		
01/28/2026	CODE ENFORCEMENT ADMINISTRATIVE PENALTIES	$3,000.00

Penalties due for Public Nuisance. $100.00 per day starting 12/19/25 through 1/17/26 30 days at $100.00 per day = $3,000.00

Total Due for This Invoice: $3,000.00
Invoice Balance: $3,000.00

Please make payments to Tehama County Environmental Health Code Enforcement 633 Washington Street, Room 36, Red Bluff, CA 96080 in the form of a cashier's check or money order, no personal checks.

Interest shall accrue on any amounts due from the effective date until the date paid pursuant to the laws applicable to civil judgments.

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TEHAMA MAKING THE DETERMINATION AND ORDERING THAT THE AMOUNT OF ADMINISTRATIVE PENALTY RELATING TO THE PUBLIC NUISANCE BE ENFORCED AS A LIEN AGAINST THE AFFECTED PROPERTY AND FURTHER ORDERING RECORDATION OF NOTICE OF ADMINISTRATIVE PENALTY LIEN, PURSUANT TO CHAPTER 10.16 OF THE TEHAMA COUNTY CODE AND GOVERNMENT CODE SECTION 53069.4

Owner:	**Bobby G Hughes**
Site Address:	**33584 Ponderosa Way, Paynes Creek**
APN:	**013-231-021**
Case No:	**CE-25-150**

WHEREAS, in accordance with the procedures set forth in Chapter 10.16 of the Tehama County Code, the condition(s) occurring on the premises was determined to constitute a public nuisance; and

WHEREAS, in the event that the nuisance was not voluntarily abated, the County was authorized to impose a daily administrative penalty through the process set forth in Section 10.16.200 of the Tehama County Code; and

WHEREAS, the nuisance was not abated as ordered; and

WHEREAS, administrative penalty has been imposed for the public nuisance occurring on the property in accordance with the above-described process, and that determination has become final and conclusive; and

WHEREAS, the enforcing officer has kept an account of the amount of the administrative penalty imposed, and has rendered a report in writing to the Board of Supervisors showing the amount of administrative penalty, which is attached hereto as Exhibit “A”; and

WHEREAS, the total administrative penalty imposed is **$3,000.00;** and

WHEREAS, the County made a demand on the property owner at least ninety (90) days prior to this Hearing for the amounts stated in Exhibit “A” to pay the County for the administrative penalty; and

WHEREAS, the County has not received payment in full from the property owner; and

WHEREAS, no timely appeal was filed with the Superior Court; and

WHEREAS, the Board of Supervisors is authorized to record Notice of Administrative Penalty Lien against the property pursuant to Government Code section 53069.4 and Tehama County Code section 10.16.200; and

WHEREAS, the owner of the property has been given notice of this Hearing and provided an opportunity to be heard in accordance with Tehama County Code section 10.16.200;

NOW THEREFORE BE IT RESOLVED, that the report of the enforcing officer, attached hereto as Exhibit "A," with any modifications directed by the Board of Supervisors on the record at this Hearing is hereby confirmed and approved; and

BE IT FURTHER RESOLVED, that the Tehama County Board of Supervisors hereby orders that an administrative penalty shall be enforced as a lien against the property described in the amount stated in Exhibit "A," with any modifications directed by the Board of Supervisors on the record at this Hearing; and

BE IT FURTHER RESOLVED, that the Board of Supervisors authorizes and directs the enforcing officer to record a Notice of Administrative Penalty Lien against the property for the amounts stated in Exhibit "A," with any modifications directed by the Board of Supervisors on the record at this Hearing, in substantially the form attached hereto as Exhibit "B,"

The foregoing resolution was offered on a motion by Supervisor _____, seconded by Supervisor_____, and carried by the following vote of the Board:

AYES:

NOES:

ABSENT OR NOT VOTING:

STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

I, _____, 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 a resolution adopted by said Board of Supervisors on the _____ day of _____, 2026.

DATED: This _____ day of _____, 2026.

_____, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California.

By_____

Tehama County Environmental Health Department
633 Washington Street, Room 36
Red Bluff, CA 96080
530-527-8020

Exhibit "A"

Code Enforcement Account Invoice

Account ID	Date
4374	01/28/2026

Invoice ID	Invoice Total Due:
14373	$3,000.00

TO : BOBBY HUGHES
33584 PONDEROSA WAY
PAYNES CREEK CA 96075

PAYMENT DUE IMMEDIATELY
01/28/2026

You received this invoice because you were either the property owner, occupant or a person who caused, permitted, suffers or maintained, conducted, or otherwise suffered or allowed the violation to exist.

APN: 013-231-021 **Site Location:** 33584 PONDEROSA WAY PAYNES CREEK CA 96075

Date		Amount
Invoice # 14373		
01/28/2026	CODE ENFORCEMENT ADMINISTRATIVE PENALTIES	$3,000.00

Penalties due for Public Nuisance. $100.00 per day starting 12/19/25 through 1/17/26 30 days at $100.00 per day = $3,000.00

Total Due for This Invoice: $3,000.00
Invoice Balance: $3,000.00

Please make payments to Tehama County Environmental Health Code Enforcement 633 Washington Street, Room 36, Red Bluff, CA 96080 in the form of a cashier's check or money order, no personal checks.

Interest shall accrue on any amounts due from the effective date until the date paid pursuant to the laws applicable to civil judgments.

Exhibit B

Recording requested by and mail to:

Tehama County Department of
Environmental Health,
Code Enforcement
633 Washington St., Room 36
Red Bluff, CA 96080

NOTICE OF ADMINISTRATIVE PENALTY LIEN

Property Owner Name and Last Known Address:
XXXXXXXX
XX
XX

Site Address:

Assessor's Parcel Number
XXXXXXX

Date Penalty Began Accruing:
X

Date Penalty Stopped Accruing:
X

WHEREAS, Exhibit "A" attached hereto and incorporated herein is a legal description of the subject property ("Premises").

WHEREAS, in accordance with the procedures set forth in Chapter 10.16 of the Tehama County Code, a condition occurring on the Premises was determined to constitute a public nuisance, and an administrative penalty was imposed in the amount of $100.00 per day.

WHEREAS, an administrative penalty accrued between XX through XX without abatement.

WHEREAS, on XX the County of Tehama made a demand that the administrative penalty in the sum of $3,000.00 be paid immediately/by XX. The amount paid toward the total sum to date is: $none.

WHEREAS, on XX, the Tehama County Board of Supervisors adopted Resolution No. XXXX ordering that the penalty be enforced against the Premises and further ordering recordation of this Notice of Administrative Penalty Lien against the Premises, pursuant to Chapter 10.06 of the Tehama County Code and Government Code section 53069.4.

WHEREAS, the County of Tehama does hereby claim an Administrative Penalty Lien in the sum of $X,XXX.XX. The same shall be a lien on upon the Premises until the same has been paid in full and released of record.

NOTICE IS HEREBY GIVEN.

Date of Notice

Tia Branton, Director of
Environmental Health

Tehama County

Agenda Request Form

File #: 26-1211 **Agenda Date:** 7/7/2026 **Agenda #:** 20.

ENVIRONMENTAL HEALTH DEPARTMENT / CODE ENFORCEMENT - Code Enforcement Officers Clint Weston and Ron Robbins

Requested Action(s)
a) Public Nuisance Administrative Penalty Lien Hearing Pursuant to Chapter 10.16 of the Tehama County Code and Government Code section 53069.4:

1) HEARING - Conduct Hearing to review the enforcing officer's report of the amount of administrative penalty and to determine whether, and in what amount, the administrative penalty shall be enforced as a lien against the affected property listed below:

Owner: Erick Leobardo Garcia
Site Address: Cannon Rd., Red Bluff
APN: 021-040-018 (District 1)
Case No: CE25-112

2) RESOLUTION - Request adoption of an Administrative Penalty Lien Resolution making a determination and ordering that the amount of administrative penalty relating to public nuisance be enforced as a lien against the affected property and further ordering recordation of a notice of administrative penalty lien against said property

Financial Impact:
Pursuing assessment and collection of liens arising from unpaid administrative penalties will facilitate the Department's compliance with Chapter 10.16 of the Tehama County Code and Government Code Section 53069.4.

Background Information:
Tehama County Code Enforcement conducted an inspection of the Premises on August 26, 2025. The enforcing officer issued a Notice of Violation and Proposed Administrative Penalty("Notice") to the owner(s), and/or occupant(s) of the Premises on September 4, 2025 for a public nuisance under Chapter 10.16. Abatement of the nuisance was ordered as specified in the Notice.

On January 23, 2026, Tehama County Code Enforcement sent an invoice requesting payment. No payments have been paid as of June 23, 2026.

Notice of Hearing on Accounting for Cost of Abatement and Cost of Administration; Notice of Hearing on Report for Amount of Administrative Penalty Due and Owing
(*Tehama County Code Chapters 10.16*)

DATE OF NOTICE CORRECTION: 6/17/2026 **Case No. CE-25-112**

Property Owner Name and Last Known Address:
Erick Leobardo Garcia
6711 Road 232 A
Ducor CA 93218

Occupant:
All occupants at this site address

Site Address:
Cannon Rd., Red Bluff

Assessor's Parcel Number:
021-040-018

TO ALL PROPERTY OWNERS, TENANTS, OR OTHERS IN POSSESSION OF THE PREMISES IDENTIFIED AS:
Cannon Rd., Red Bluff, APN 021-040-018

YOU ARE HEREBY NOTIFIED that Exhibit "A," attached hereto and incorporated herein, is a copy of the account and/or report pertaining to the property determined to be a nuisance & found in violation of Chapter 10.16 of the Tehama County Code. The amount is presently due and owing.

YOU ARE HEREBY NOTIFIED the Tehama County Board of Supervisors will review the account and/or report.
FAILURE TO APPEAR AT THE HEARING SCHEDULED ON:

DATE: **7/7/2026**
TIME: **1:30 PM**
ADDRESS: **727 Oak Street, Red Bluff, CA**

WILL CONSTITUTE A FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES WITH RESPECT TO THE ADMINISTRATIVE COSTS. THE ENTIRE PENALTY AND INTERESTS MAY BE PROCESSED FOR A PERSONAL CIVIL JUDGEMENT, SEIZURE OF PERSONAL PROPERTY, PAY GARNISHMENT OR COORDINATION WITH FRANCHISE TAX BOARD AND OR INTERNAL REVENUE SERVICE.

If you require an interpreter, you are responsible for providing one for yourself

NOTICE IS FURTHER GIVEN:

Administrative Penalty:

YOU MAY APPEAR AT SAID DATE AND TIME TO BE HEARD. The property owner may also file a written objection with the Clerk of the Board of Supervisors stating a description of the property at issue and the grounds for such objection.

THE BOARD OF SUPERVISORS MAY ORDER THAT THE AMOUNT OF ADMINISTRATIVE PENALTY BE ENFORCED AS A LIEN AGAINST THE PREMISES AND THE LIEN WILL BE RECORDED AGAINST THE PREMISES. (TEHAMA COUNTY CODE SECTION 10.16.200, SUBD. (I))

Notice of Hearing on Accounting for Cost of Abatement and Cost of Administration; Notice of Hearing on Report for Amount of Administrative Penalty Due and Owing (*Tehama County Code Chapters 10.16*)

ONCE THE OBLIGATION IS SATISFIED, THE LIEN SHALL BE RELEASED. FAILURE TO ATTEND THE HEARING OR FILE A WRITTEN OBJECTION WITH THE CLERK OF THE BOARD OF SUPERVISORS WILL CONSTITUTE A FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES WITH RESPECT TO THE ADMINSTRATIVE PENALTIES.

NOTICE IS HEREBY GIVEN.

6-17-26
Date of Service of Notice

Tehama County Clerk of the Board of Supervisors

Payments should be directed to: TEHAMA COUNTY ENVIRONMENTAL HEALTH
CODE ENFORCEMENT DIVISION
633 Washington Street, Room 36, Red Bluff, CA 96080
Phone: 530-527-8020 FAX: 530-527-6617

Tehama County Environmental Health Department
633 Washington Street, Room 36
Red Bluff, CA 96080
530-527-8020

Exhibit "A"

Code Enforcement Account Invoice

Account ID	Date
4366	01/23/2026

Invoice ID	Invoice Total Due:
14363	$3,000.00

PAYMENT DUE IMMEDIATELY
01/23/2026

TO : NORA LYNN GARCIA LOZANO
ERICK LEOBARDO GARCIA
PO BOX 125
DUCOR CA 93218

You received this invoice because you were either the property owner, occupant or a person who caused, permitted, suffers or maintained, conducted, or otherwise suffered or allowed the violation to exist.

APN: 021-040-018 **Site Location:** CANNON RD. RED BLUFF 96080

Date		Amount
Invoice # 14363		
01/23/2026	CODE ENFORCEMENT ADMINISTRATIVE PENALTIES	$3,000.0

Penalties due for Public Nuisance. $100.00 per day starting 9/15/25 through 10/14/25 30 days at $100.00 per day = $3,000.00

Total Due for This Invoice: $3,000.00
Invoice Balance: $3,000.00

Please make payments to Tehama County Environmental Health Code Enforcement 633 Washington Street, Room 36, Red Bluff, CA 96080 in the form of a cashier's check or money order, no personal checks.

Interest shall accrue on any amounts due from the effective date until the date paid pursuant to the laws applicable to civil judgments.

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TEHAMA MAKING THE DETERMINATION AND ORDERING THAT THE AMOUNT OF ADMINISTRATIVE PENALTY RELATING TO THE PUBLIC NUISANCE BE ENFORCED AS A LIEN AGAINST THE AFFECTED PROPERTY AND FURTHER ORDERING RECORDATION OF NOTICE OF ADMINISTRATIVE PENALTY LIEN, PURSUANT TO CHAPTER 10.16 OF THE TEHAMA COUNTY CODE AND GOVERNMENT CODE SECTION 53069.4

Owner:	**Erick Leobardo Garcia**
Site Address:	**Cannon Rd., Red Bluff**
APN:	**021-040-018**
Case No:	**CE-25-112**

WHEREAS, in accordance with the procedures set forth in Chapter 10.16 of the Tehama County Code, the condition(s) occurring on the premises was determined to constitute a public nuisance; and

WHEREAS, in the event that the nuisance was not voluntarily abated, the County was authorized to impose a daily administrative penalty through the process set forth in Section 10.16.200 of the Tehama County Code; and

WHEREAS, the nuisance was not abated as ordered; and

WHEREAS, administrative penalty has been imposed for the public nuisance occurring on the property in accordance with the above-described process, and that determination has become final and conclusive; and

WHEREAS, the enforcing officer has kept an account of the amount of the administrative penalty imposed, and has rendered a report in writing to the Board of Supervisors showing the amount of administrative penalty, which is attached hereto as Exhibit “A”; and

WHEREAS, the total administrative penalty imposed is **$3,000.00;** and

WHEREAS, the County made a demand on the property owner at least ninety (90) days prior to this Hearing for the amounts stated in Exhibit “A” to pay the County for the administrative penalty; and

WHEREAS, the County has not received payment in full from the property owner; and

WHEREAS, no timely appeal was filed with the Superior Court; and

WHEREAS, the Board of Supervisors is authorized to record Notice of Administrative Penalty Lien against the property pursuant to Government Code section 53069.4 and Tehama County Code section 10.16.200; and

WHEREAS, the owner of the property has been given notice of this Hearing and provided an opportunity to be heard in accordance with Tehama County Code section 10.16.200;

NOW THEREFORE BE IT RESOLVED, that the report of the enforcing officer, attached hereto as Exhibit "A," with any modifications directed by the Board of Supervisors on the record at this Hearing is hereby confirmed and approved; and

BE IT FURTHER RESOLVED, that the Tehama County Board of Supervisors hereby orders that an administrative penalty shall be enforced as a lien against the property described in the amount stated in Exhibit "A," with any modifications directed by the Board of Supervisors on the record at this Hearing; and

BE IT FURTHER RESOLVED, that the Board of Supervisors authorizes and directs the enforcing officer to record a Notice of Administrative Penalty Lien against the property for the amounts stated in Exhibit "A," with any modifications directed by the Board of Supervisors on the record at this Hearing, in substantially the form attached hereto as Exhibit "B,"

The foregoing resolution was offered on a motion by Supervisor _____, seconded by Supervisor_____, and carried by the following vote of the Board:

AYES:

NOES:

ABSENT OR NOT VOTING:

STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

I, _____, 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 a resolution adopted by said Board of Supervisors on the _____ day of _____, 2026.

DATED: This _____ day of _____, 2026.

_____, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California.

By_____

Tehama County Environmental Health Department
633 Washington Street, Room 36
Red Bluff, CA 96080
530-527-8020

Exhibit "A"

Code Enforcement Account Invoice

Account ID	Date
4366	01/23/2026

Invoice ID	Invoice Total Due:
14363	$3,000.00

TO : NORA LYNN GARCIA LOZANO
ERICK LEOBARDO GARCIA
PO BOX 125
DUCOR CA 93218

PAYMENT DUE IMMEDIATELY
01/23/2026

You received this invoice because you were either the property owner, occupant or a person who caused, permitted, suffers or maintained, conducted, or otherwise suffered or allowed the violation to exist.

APN: 021-040-018 **Site Location:** CANNON RD. RED BLUFF 96080

Date		Amount
Invoice # 14363		
01/23/2026	CODE ENFORCEMENT ADMINISTRATIVE PENALTIES	$3,000.0

Penalties due for Public Nuisance. $100.00 per day starting 9/15/25 through 10/14/25 30 days at $100.00 per day = $3,000.00

Total Due for This Invoice: $3,000.00
Invoice Balance: $3,000.00

Please make payments to Tehama County Environmental Health Code Enforcement 633 Washington Street, Room 36, Red Bluff, CA 96080 in the form of a cashier's check or money order, no personal checks.

Interest shall accrue on any amounts due from the effective date until the date paid

Exhibit B

Recording requested by and mail to:

Tehama County Department of
Environmental Health,
Code Enforcement
633 Washington St., Room 36
Red Bluff, CA 96080

NOTICE OF ADMINISTRATIVE PENALTY LIEN

Property Owner Name and Last Known Address:
XXXXXXXX
XX
XX

Site Address:

Assessor's Parcel Number
XXXXXXX

Date Penalty Began Accruing:
X

Date Penalty Stopped Accruing:
X

WHEREAS, Exhibit "A" attached hereto and incorporated herein is a legal description of the subject property ("Premises").

WHEREAS, in accordance with the procedures set forth in Chapter 10.16 of the Tehama County Code, a condition occurring on the Premises was determined to constitute a public nuisance, and an administrative penalty was imposed in the amount of $100.00 per day.

WHEREAS, an administrative penalty accrued between XX through XX without abatement.

WHEREAS, on XX the County of Tehama made a demand that the administrative penalty in the sum of $3,000.00 be paid immediately/by XX. The amount paid toward the total sum to date is: $none.

WHEREAS, on XX, the Tehama County Board of Supervisors adopted Resolution No. XXXX ordering that the penalty be enforced against the Premises and further ordering recordation of this Notice of Administrative Penalty Lien against the Premises, pursuant to Chapter 10.06 of the Tehama County Code and Government Code section 53069.4.

WHEREAS, the County of Tehama does hereby claim an Administrative Penalty Lien in the sum of $X,XXX.XX. The same shall be a lien on upon the Premises until the same has been paid in full and released of record.

NOTICE IS HEREBY GIVEN.

Date of Notice

Tia Branton, Director of
Environmental Health

Tehama County

Agenda Request Form

File #: 26-1213 **Agenda Date:** 7/7/2026 **Agenda #:** 21.

ENVIRONMENTAL HEALTH DEPARTMENT / CODE ENFORCEMENT - Code Enforcement Officers Clint Weston and Ron Robbins

Requested Action(s)
a) Public Nuisance Administrative Penalty Lien Hearing Pursuant to Chapter 10.16 of the Tehama County Code and Government Code section 53069.4:

1) HEARING - Conduct Hearing to review the enforcing officer's report of the amount of administrative penalty and to determine whether, and in what amount, the administrative penalty shall be enforced as a lien against the affected property listed below:

Owner:	Salvador Quevedo Hernandez
Site Address:	7474 Starling Dr., Corning
APN:	062-090-035 (District 4)
Case No:	CE26-1

2) RESOLUTION - Request adoption of an Administrative Penalty Lien Resolution making a determination and ordering that the amount of administrative penalty relating to public nuisance be enforced as a lien against the affected property and further ordering recordation of a notice of administrative penalty lien against said property

Financial Impact:
Pursuing assessment and collection of liens arising from unpaid administrative penalties will facilitate the Department's compliance with Chapter 10.16 of the Tehama County Code and Government Code Section 53069.4.

Background Information:
Tehama County Code Enforcement conducted an inspection of the Premises on January 5, 2026. The enforcing officer issued a Notice of Violation and Proposed Administrative Penalty("Notice") to the owner(s), and/or occupant(s) of the Premises on January 12, 2026 for a public nuisance under Chapter 10.16. Abatement of the nuisance was ordered as specified in the Notice.

On March 11, 2026, Tehama County Code Enforcement sent an invoice requesting payment. No payments have been paid as of June 23, 2026.

Notice of Hearing on Accounting for Cost of Abatement and Cost of Administration; Notice of Hearing on Report for Amount of Administrative Penalty Due and Owing (*Tehama County Code Chapters 10.16*)

DATE OF NOTICE: 6/11/2026 **Case No. CE-26-1**

Property Owner Name and Last Known Address:
Salvador Quevedo Hernandez
7336 Lockwood St. #3
Oakland CA 94621

Occupant:
All occupants at this site address

Site Address:
7474 Starling Dr., Corning

Assessor's Parcel Number:
062-090-035

TO ALL PROPERTY OWNERS, TENANTS, OR OTHERS IN POSSESSION OF THE PREMISES IDENTIFIED AS:
7474 Starling Dr., Corning

YOU ARE HEREBY NOTIFIED that Exhibit "A," attached hereto and incorporated herein, is a copy of the account and/or report pertaining to the property determined to be a nuisance & found in violation of Chapter 10.16 of the Tehama County Code. The amount is presently due and owing.

YOU ARE HEREBY NOTIFIED the Tehama County Board of Supervisors will review the account and/or report.
FAILURE TO APPEAR AT THE HEARING SCHEDULED ON:

DATE: **7/7/2026**
TIME: **1:30 PM**
ADDRESS: **727 Oak Street, Red Bluff, CA**

WILL CONSTITUTE A FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES WITH RESPECT TO THE ADMINISTRATIVE COSTS. THE ENTIRE PENALTY AND INTERESTS MAY BE PROCESSED FOR A PERSONAL CIVIL JUDGEMENT, SEIZURE OF PERSONAL PROPERTY, PAY GARNISHMENT OR COORDINATION WITH FRANCHISE TAX BOARD AND OR INTERNAL REVENUE SERVICE.

If you require an interpreter, you are responsible for providing one for yourself

NOTICE IS FURTHER GIVEN:

Administrative Penalty:

YOU MAY APPEAR AT SAID DATE AND TIME TO BE HEARD. The property owner may also file a written objection with the Clerk of the Board of Supervisors stating a description of the property at issue and the grounds for such objection.

THE BOARD OF SUPERVISORS MAY ORDER THAT THE AMOUNT OF ADMINISTRATIVE PENALTY BE ENFORCED AS A LIEN AGAINST THE PREMISES AND THE LIEN WILL BE RECORDED AGAINST THE PREMISES. (TEHAMA COUNTY CODE SECTION 10.16.200, SUBD. (I))

Notice of Hearing on Accounting for Cost of Abatement and Cost of Administration; Notice of Hearing on Report for Amount of Administrative Penalty Due and Owing (*Tehama County Code Chapters 10.16*)

ONCE THE OBLIGATION IS SATISFIED, THE LIEN SHALL BE RELEASED. FAILURE TO ATTEND THE HEARING OR FILE A WRITTEN OBJECTION WITH THE CLERK OF THE BOARD OF SUPERVISORS WILL CONSTITUTE A FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES WITH RESPECT TO THE ADMINSTRATIVE PENALTIES.

NOTICE IS HEREBY GIVEN.

6-11-26
Date of Service of Notice

Tehama County Clerk of the Board of Supervisors

Payments should be directed to: TEHAMA COUNTY ENVIRONMENTAL HEALTH
CODE ENFORCEMENT DIVISION
633 Washington Street, Room 36, Red Bluff, CA 96080
Phone: 530-527-8020 FAX: 530-527-6617

Tehama County Environmental Health Department
633 Washington Street, Room 36
Red Bluff, CA 96080
530-527-8020

Exhibit "A"

Code Enforcement Account Invoice

Account ID	Date
4416	03/11/2026

Invoice ID	Invoice Total Due:
14405	$3,000.00

PAYMENT DUE IMMEDIATELY
03/11/2026

TO : SALVADOR QUEVEDO HERNANDEZ
7336 LOCKWOOD ST. #3
OAKLAND CA 94621

You received this invoice because you were either the property owner, occupant or a person who caused, permitted, suffers or maintained, conducted, or otherwise suffered or allowed the violation to exist.

APN: 062-090-035 **Site Location:** 7474 STARLING DR. CORNING CA 96021

Date		Amount
Invoice # 14405		
03/11/2026	CODE ENFORCEMENT ADMINISTRATIVE PENALTIES	$3,000.00

Penalties due for Public Nuisance. $100.00 per day starting 1/23/26 through 2/21/26 30 days at $100.00 per day = $3,000.00

Total Due for This Invoice: $3,000.00
Invoice Balance: $3,000.00

Please make payments to Tehama County Environmental Health Code Enforcement 633 Washington Street, Room 36, Red Bluff, CA 96080 in the form of a cashier's check or money order, no personal checks.

Interest shall accrue on any amounts due from the effective date until the date paid pursuant to the laws applicable to civil judgments.

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TEHAMA MAKING THE DETERMINATION AND ORDERING THAT THE AMOUNT OF ADMINISTRATIVE PENALTY RELATING TO THE PUBLIC NUISANCE BE ENFORCED AS A LIEN AGAINST THE AFFECTED PROPERTY AND FURTHER ORDERING RECORDATION OF NOTICE OF ADMINISTRATIVE PENALTY LIEN, PURSUANT TO CHAPTER 10.16 OF THE TEHAMA COUNTY CODE AND GOVERNMENT CODE SECTION 53069.4

Owner: **Salvador Quevedo Hernandez**
Site Address: **7474 Starling Dr., Corning**
APN: **062-090-035**
Case No: **CE-26-1**

WHEREAS, in accordance with the procedures set forth in Chapter 10.16 of the Tehama County Code, the condition(s) occurring on the premises was determined to constitute a public nuisance; and

WHEREAS, in the event that the nuisance was not voluntarily abated, the County was authorized to impose a daily administrative penalty through the process set forth in Section 10.16.200 of the Tehama County Code; and

WHEREAS, the nuisance was not abated as ordered; and

WHEREAS, administrative penalty has been imposed for the public nuisance occurring on the property in accordance with the above-described process, and that determination has become final and conclusive; and

WHEREAS, the enforcing officer has kept an account of the amount of the administrative penalty imposed, and has rendered a report in writing to the Board of Supervisors showing the amount of administrative penalty, which is attached hereto as Exhibit “A”; and

WHEREAS, the total administrative penalty imposed is **$3,000.00;** and

WHEREAS, the County made a demand on the property owner at least ninety (90) days prior to this Hearing for the amounts stated in Exhibit “A” to pay the County for the administrative penalty; and

WHEREAS, the County has not received payment in full from the property owner; and

WHEREAS, no timely appeal was filed with the Superior Court; and

WHEREAS, the Board of Supervisors is authorized to record Notice of Administrative Penalty Lien against the property pursuant to Government Code section 53069.4 and Tehama County Code section 10.16.200; and

WHEREAS, the owner of the property has been given notice of this Hearing and provided an opportunity to be heard in accordance with Tehama County Code section 10.16.200;

NOW THEREFORE BE IT RESOLVED, that the report of the enforcing officer, attached hereto as Exhibit "A," with any modifications directed by the Board of Supervisors on the record at this Hearing is hereby confirmed and approved; and

BE IT FURTHER RESOLVED, that the Tehama County Board of Supervisors hereby orders that an administrative penalty shall be enforced as a lien against the property described in the amount stated in Exhibit "A," with any modifications directed by the Board of Supervisors on the record at this Hearing; and

BE IT FURTHER RESOLVED, that the Board of Supervisors authorizes and directs the enforcing officer to record a Notice of Administrative Penalty Lien against the property for the amounts stated in Exhibit "A," with any modifications directed by the Board of Supervisors on the record at this Hearing, in substantially the form attached hereto as Exhibit "B,"

The foregoing resolution was offered on a motion by Supervisor _____, seconded by Supervisor_____, and carried by the following vote of the Board:

AYES:

NOES:

ABSENT OR NOT VOTING:

STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

I, _____, 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 a resolution adopted by said Board of Supervisors on the _____ day of _____, 2026.

DATED: This _____ day of _____, 2026.

_____, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California.

By_____

Tehama County Environmental Health Department
633 Washington Street, Room 36
Red Bluff, CA 96080
530-527-8020

Exhibit "A"

Code Enforcement Account Invoice

Account ID	Date
4416	03/11/2026

Invoice ID	Invoice Total Due:
14405	$3,000.00

PAYMENT DUE IMMEDIATELY
03/11/2026

TO : SALVADOR QUEVEDO HERNANDEZ
7336 LOCKWOOD ST. #3
OAKLAND CA 94621

You received this invoice because you were either the property owner, occupant or a person who caused, permitted, suffers or maintained, conducted, or otherwise suffered or allowed the violation to exist.

APN: 062-090-035 **Site Location:** 7474 STARLING DR. CORNING CA 96021

Date		Amount
Invoice # 14405		
03/11/2026	CODE ENFORCEMENT ADMINISTRATIVE PENALTIES	$3,000.00

Penalties due for Public Nuisance. $100.00 per day starting 1/23/26 through 2/21/26 30 days at $100.00 per day = $3,000.00

Total Due for This Invoice: $3,000.00
Invoice Balance: $3,000.00

Please make payments to Tehama County Environmental Health Code Enforcement 633 Washington Street, Room 36, Red Bluff, CA 96080 in the form of a cashier's check or money order, no personal checks.

Interest shall accrue on any amounts due from the effective date until the date paid pursuant to the laws applicable to civil judgments.

Exhibit B

Recording requested by and mail to:

Tehama County Department of
Environmental Health,
Code Enforcement
633 Washington St., Room 36
Red Bluff, CA 96080

NOTICE OF ADMINISTRATIVE PENALTY LIEN

Property Owner Name and Last Known Address:
XXXXXXXX
XX
XX

Site Address:

Assessor's Parcel Number
XXXXXXX

Date Penalty Began Accruing:
X

Date Penalty Stopped Accruing:
X

WHEREAS, Exhibit "A" attached hereto and incorporated herein is a legal description of the subject property ("Premises").

WHEREAS, in accordance with the procedures set forth in Chapter 10.16 of the Tehama County Code, a condition occurring on the Premises was determined to constitute a public nuisance, and an administrative penalty was imposed in the amount of $100.00 per day.

WHEREAS, an administrative penalty accrued between XX through XX without abatement.

WHEREAS, on XX the County of Tehama made a demand that the administrative penalty in the sum of $3,000.00 be paid immediately/by XX. The amount paid toward the total sum to date is: $none.

WHEREAS, on XX, the Tehama County Board of Supervisors adopted Resolution No. XXXX ordering that the penalty be enforced against the Premises and further ordering recordation of this Notice of Administrative Penalty Lien against the Premises, pursuant to Chapter 10.06 of the Tehama County Code and Government Code section 53069.4.

WHEREAS, the County of Tehama does hereby claim an Administrative Penalty Lien in the sum of $X,XXX.XX. The same shall be a lien on upon the Premises until the same has been paid in full and released of record.

NOTICE IS HEREBY GIVEN.

Date of Notice

Tia Branton, Director of
Environmental Health

Tehama County

Agenda Request Form

File #: 26-1214 **Agenda Date:** 7/7/2026 **Agenda #:** 22.

ENVIRONMENTAL HEALTH DEPARTMENT / CODE ENFORCEMENT - Code Enforcement Officers Clint Weston and Ron Robbins

Requested Action(s)
a) Public Nuisance Abatement Costs Hearing Pursuant to Chapter 10.16 of the Tehama County Code and Government Code section 53069.4:

1) HEARING - Conduct Hearing to review the enforcing officer's report of the amount of abatement costs and to determine whether, and in what amount, the administrative penalty shall be enforced as a lien against the affected property listed below:

Owner:	David Christopher Griffin Life Estate David Christopher Griffin, David Samuel Griffin, Anna Marie Griffin, Heather Lynn Griffin Jared Marcus Christopher Griffin
Site Address:	15035 Frontier Dr., Red Bluff
APN:	007-480-011(District 1)
Case No:	CE-25-24

2) RESOLUTION - Request adoption of an Abatement Lien Resolution, making a determination and ordering that the amount of abatement costs relating to public nuisance be enforced as a lien against the affected property, and further ordering recordation of a notice of abatement lien against said property

Financial Impact:
Pursuing assessment and collection of liens arising from unpaid administrative penalties will facilitate the Department's compliance with Chapter 10.16 of the Tehama County Code and Government Code Section 53069.4.

Background Information:
Tehama County Code Enforcement conducted an inspection of the Premises on February 11, 2025. The enforcing officer issued a Notice of Violation and Proposed Administrative Penalty("Notice") to the owner(s), and/or occupant(s) of the Premises on February 18, 2025 for a public nuisance under Chapter 10.16. Abatement of the nuisance was ordered as specified in the Notice.

On April 8, 2026 Tehama County Code Enforcement sent an invoice requesting payment. No payments have been paid as of June 23, 2026.

Notice of Hearing on Accounting for Cost of Abatement and Cost of Administration; Notice of Hearing on Report for Amount of Administrative Penalty Due and Owing (*Tehama County Code Chapters 10.16*)

DATE OF NOTICE: 6/11/2026 **Case No. CE-25-24**

Property Owner Name and Last Known Address:
David Christopher Griffin, Life Est
David Christopher Griffin et al
15035 Frontier Drive
Red Bluff, CA 96080

Occupant:
All occupants at this site address

Site Address:
15035 Frontier Dr., Red Bluff

Assessor's Parcel Number:
007-480-011

TO ALL PROPERTY OWNERS, TENANTS, OR OTHERS IN POSSESSION OF THE PREMISES IDENTIFIED AS:
15035 Fronter Dr., Red Bluff

YOU ARE HEREBY NOTIFIED that Exhibit "A," attached hereto and incorporated herein, is a copy of the account and/or report pertaining to the property determined to be a nuisance & found in violation of Chapter 10.16 of the Tehama County Code. The amount is presently due and owing.

YOU ARE HEREBY NOTIFIED the Tehama County Board of Supervisors will review the account and/or report.
FAILURE TO APPEAR AT THE HEARING SCHEDULED ON:

DATE: **7/7/2026**
TIME: **1:30 PM**
ADDRESS: **727 Oak Street, Red Bluff, CA**

WILL CONSTITUTE A FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES WITH RESPECT TO THE ADMINISTRATIVE COSTS. THE ENTIRE PENALTY AND INTERESTS MAY BE PROCESSED FOR A PERSONAL CIVIL JUDGEMENT, SEIZURE OF PERSONAL PROPERTY, PAY GARNISHMENT OR COORDINATION WITH FRANCHISE TAX BOARD AND OR INTERNAL REVENUE SERVICE.

If you require an interpreter, you are responsible for providing one for yourself

NOTICE IS FURTHER GIVEN:

Cost of Abatement and Cost of Administration:

YOU MAY APPEAR AT SAID DATE AND TIME TO BE HEARD. The property owner(s) may waive the Hearing on Accounting by paying the cost of abatement and the cost of administration (the "Costs") to the enforcing officer prior to the time set for the Hearing. Unless otherwise expressly stated by the property owner, payment of the Costs prior to said Hearing shall be deemed a waiver of the right thereto and an admission that said accounting is accurate and reasonable.

The Board of Supervisors may authorize a Notice of Abatement Lien to be recorded against the Premises. (Government Code section 25845.) If so, the Costs may be specially assessed and placed upon the County tax roll as an abatement lien against the Premises, or placed on the unsecured roll. The Costs may be paid in full prior to entry of said costs on the tax roll.

Notice of Hearing on Accounting for Cost of Abatement and Cost of Administration; Notice of Hearing on Report for Amount of Administrative Penalty Due and Owing (*Tehama County Code Chapters 10.16*)

NOTICE IS HEREBY GIVEN.

6-11-26
Date of Service of Notice

Tehama County Clerk of the Board of Supervisors

Payments should be directed to: TEHAMA COUNTY ENVIRONMENTAL HEALTH
CODE ENFORCEMENT DIVISION
633 Washington Street, Room 36, Red Bluff, CA 96080
Phone: 530-527-8020 FAX: 530-527-6617

Tehama County Environmental Health Department
633 Washington Street, Room 36
Red Bluff, CA 96080
530-527-8020

Exhibit "A"

Code Enforcement Account Invoice

Account ID	Date
4187	04/08/2026

Invoice ID	Invoice Total Due:
14453	$9,212.00

PAYMENT DUE IMMEDIATELY
04/08/2026

TO : DAVID CHRISTOPHER GRIFFIN LIFE EST
15035 FRONTIER DR.
RED BLUFF CA 96080

You received this invoice because you were either the property owner, occupant or a person who caused, permitted, suffers or maintained, conducted, or otherwise suffered or allowed the violation to exist.

APN: 007-480-011 **Site Location:** 15035 FRONTIER DR. RED BLUFF CA 96080

Date		Amount
Invoice # 14453		
04/08/2026	CODE ENFORCEMENT ABATEMENT COST	$9,212.00

Cost due for abatement on 3/25/2026

Total Due for This Invoice: $9,212.00
Invoice Balance: $9,212.00

Please make payments to Tehama County Environmental Health Code Enforcement 633 Washington Street, Room 36, Red Bluff, CA 96080 in the form of a cashier's check or money order, no personal checks.

Interest shall accrue on any amounts due from the effective date until the date paid pursuant to the laws applicable to civil judgments.

CODE ENFORCEMENT ITEMIZED STATEMENT				
Owner Name:	David Griffin et al			
Site Address:	15035 Frontier Dr., Red Bluff			
APN:	007-480-011			
CE-25-24	Minutes	Pages Copied		
Notice	20	4		
Copies-Notice	5	12		
Mail Preparation	4			
Deliver to Post Office/FedEx	5.54			
Warrant Application Preperation	30	45		
Warrant Preperation	15	4		
Warrant Return Preperation	15	4		
Totals	94.54	69		
Time @ $.77 per min.			$72.80	
Copies @ .25 ea			$17.25	
Post Office/FedEx Postage			$5.54	
Total Adminstrative Costs				**$95.59**
	Hrs.	Costs per hr.		
Code Officer-	8	$51.80	$414.40	
Code Officer-	16	$41.82	$669.12	
DA Officer-1 at 4 hrs.	3	$94.49	$283.47	
DA Officer -1 at 4hrs	2	$73.13	$146.26	
DA Officer-1 at 4hrs.	4	$137.28	$549.12	
Total Officer Time				**$2,062.37**
Mileage	Miles	Rate	Total	
4 vehicles @ 19.3 mi. each	77.2	$0.70	$54.04	
Total Mileage				**$54.04**
Equipment Costs				**$7,000.00**
Landfill Costs				**$ -**
	Total Abatement Costs			**$9,212.00**
Administrative Penalty				
Abatement Costs Only				
	Total Administrative Penalty			$ -
	INVOICE TOTAL			**$9,212.00**

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TEHAMA MAKING THE DETERMINATION AND ORDERING THAT THE ADMINISTRATIVE COSTS OF ABATEMENT BE SPECIALLY ASSESSED AGAINST THE AFFECTED PROPERTY AND THAT NOTICE OF ABATEMENT LIEN BE RECORDED, PURSUANT TO CHAPTER 10.16 OF THE TEHAMA COUNTY CODE, GOVERNMENT CODE SECTION 25845, AND GOVERNMENT CODE SECTION 53069.4 RESPECTIVELY.

Owner:	**David Christopher Griffin Life Estate** **David Christopher Griffin, David Samuel Griffin,** **Anna Marie Griffin, Heather Lynn Griffin** **Jared Marcus Christopher Griffin**
Site Address:	**15035 Frontier Dr., Red Bluff**
APN:	**007-480-011**
Case No:	**CE-25-24**

WHEREAS, in accordance with the procedures set forth in Chapter 10.16 of the Tehama County Code, the condition(s) occurring on the premises was determined to constitute a public nuisance; and

WHEREAS, the nuisance was abated in accordance with Chapter 10.16.040(E); and

WHEREAS, the enforcing officer has kept an account of the amount of the cost of abatement and the administrative costs and has rendered a report in writing to the Board of Supervisors showing the amounts which is attached hereto as Attachment A; and

WHEREAS, the total abatement costs imposed is **$9,212.00;** and

WHEREAS, the County made a demand on the property owner at least ninety (90) days prior to this Hearing; and

WHEREAS, the County has not received payment in full from the property owner; and

WHEREAS, no timely appeal was filed with the Superior Court; and

WHEREAS, the Board of Supervisors is authorized to specially assess the costs of abatement and administrative costs be placed upon the county tax roll and may record a notice of abatement lien pursuant Tehama County Code section 10.16.190; and

WHEREAS, the owner of the property has been given notice of this Hearing and provided an opportunity to be heard in accordance with Tehama County Code section 10.16.200;

NOW THEREFORE BE IT RESOLVED, that the report of the enforcing officer, attached hereto as Attachment A, with any modifications directed by the Board of Supervisors on the record at this Hearing is hereby confirmed and approved; and

BE IT FURTHER RESOLVED, that the Board of Supervisors authorizes and directs the enforcing officer to record a Notice of Abatement Lien and/or place on the tax roll with any modifications directed by the Board of Supervisors on the record at this Hearing, in substantially the form attached hereto as Attachment B; and

The foregoing resolution was offered on a motion by Supervisor _____, seconded by Supervisor_____, and carried by the following vote of the Board:

AYES:

NOES:

ABSENT OR NOT VOTING:

STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

I, _____, 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 a resolution adopted by said Board of Supervisors on the _____ day of _____, 2026.

DATED: This _____ day of _____, 2026.

_____, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California.

By_____

Tehama County Environmental Health Department
633 Washington Street, Room 36
Red Bluff, CA 96080
530-527-8020

Exhibit "A"

Code Enforcement Account Invoice

Account ID	Date
4187	04/08/2026

Invoice ID	Invoice Total Due:
14453	$9,212.00

PAYMENT DUE IMMEDIATELY
04/08/2026

TO : DAVID CHRISTOPHER GRIFFIN LIFE EST
15035 FRONTIER DR.
RED BLUFF CA 96080

You received this invoice because you were either the property owner, occupant or a person who caused, permitted, suffers or maintained, conducted, or otherwise suffered or allowed the violation to exist.

APN: 007-480-011 **Site Location:** 15035 FRONTIER DR. RED BLUFF CA 96080

Date		Amount
Invoice # 14453		
04/08/2026	CODE ENFORCEMENT ABATEMENT COST	$9,212.00

Cost due for abatement on 3/25/2026

Total Due for This Invoice: $9,212.00
Invoice Balance: $9,212.00

Please make payments to Tehama County Environmental Health Code Enforcement 633 Washington Street, Room 36, Red Bluff, CA 96080 in the form of a cashier's check or money order, no personal checks.

Interest shall accrue on any amounts due from the effective date until the date paid pursuant to the laws applicable to civil judgments.

CODE ENFORCEMENT ITEMIZED STATEMENT				
Owner Name:	David Griffin et al			
Site Address:	15035 Frontier Dr., Red Bluff			
APN:	007-480-011			
CE-25-24	Minutes	Pages Copied		
Notice	20	4		
Copies-Notice	5	12		
Mail Preparation	4			
Deliver to Post Office/FedEx	5.54			
Warrant Application Preperation	30	45		
Warrant Preperation	15	4		
Warrant Return Preperation	15	4		
Totals	94.54	69		
Time @ $.77 per min.			$72.80	
Copies @ .25 ea			$17.25	
Post Office/FedEx Postage			$5.54	
Total Adminstrative Costs				**$95.59**
	Hrs.	Costs per hr.		
Code Officer-	8	$51.80	$414.40	
Code Officer-	16	$41.82	$669.12	
DA Officer-1 at 4 hrs.	3	$94.49	$283.47	
DA Officer -1 at 4hrs	2	$73.13	$146.26	
DA Officer-1 at 4hrs.	4	$137.28	$549.12	
Total Officer Time				**$2,062.37**
Mileage	Miles	Rate	Total	
4 vehicles @ 19.3 mi. each	77.2	$0.70	$54.04	
Total Mileage				**$54.04**
Equipment Costs				**$7,000.00**
Landfill Costs				**$ -**
	Total Abatement Costs			**$9,212.00**
Administrative Penalty				
Abatement Costs Only				
	Total Administrative Penalty			$ -
	INVOICE TOTAL			**$9,212.00**

Attachment B

Recording requested by and mail to:

Tehama County Department of
Environmental Health,
Code Enforcement
633 Washington St., Room 36
Red Bluff, CA 96080

NOTICE OF ABATEMENT LIEN

Property Owner Name and Last Known Address:

Site Address:

Assessor's Parcel Number

Date Enforcing Officer Ordered Abatement By:
Click here to enter a date.

Date Abatement Completed:

WHEREAS, Exhibit "A" attached hereto and incorporated herein is a legal description of the subject property ("Premises").

WHEREAS, on Click here to enter a date. the enforcing officer for the County of Tehama abated the nuisance then existing on the Premises by the removal of the public nuisance.

WHEREAS, on Click here to enter a date. the County of Tehama made a demand that the cost of abatement and the cost of administration in the sum of $xxxx.xx be paid by Click here to enter a date.. The amount paid toward the total sum to date is: $none.

WHEREAS, on Click here to enter a date., the Tehama County Board of Supervisors adopted Resolution No.xx-xxxx ordering that these costs be specially assessed against the Premises and further ordering recordation of this Notice of Abatement Lien against the Premises, pursuant to Chapter 10.16 of the Tehama County Code and Government Code section 25845.

WHEREAS, the County of Tehama does hereby claim an Abatement Lien in the sum of $XXXXXX to recover the cost of abatement and cost of administration. The same shall be a lien upon the Premises until the same has been paid in full and released of record.

NOW THEREFORE be it known that an Abatement Lien exists on the Premises.

NOTICE IS HEREBY GIVEN.

Date of Notice

Tia Branton, Director of
Environmental Health

Tehama County

Agenda Request Form

File #: 26-1215 **Agenda Date:** 7/7/2026 **Agenda #:** 23.

ENVIRONMENTAL HEALTH DEPARTMENT / CODE ENFORCEMENT - Code Enforcement Officers Clint Weston and Ron Robbins

Requested Action(s)
a) Public Nuisance Abatement Costs Hearing Pursuant to Chapter 10.16 of the Tehama County Code and Government Code section 53069.4:

1) HEARING - Conduct Hearing to review the enforcing officer's report of the amount of abatement costs and to determine whether, and in what amount, the administrative penalty shall be enforced as a lien against the affected property listed below:

Owner:	Georgina Cardenas
Site Address:	8471 Hwy 99W, Gerber
APN:	063-140-009 (District 4)
Case No:	CE-25-136

2) RESOLUTION - Request adoption of an Abatement Lien Resolution, making a determination and ordering that the amount of abatement costs relating to public nuisance be enforced as a lien against the affected property, and further ordering recordation of a notice of abatement lien against said property

Financial Impact:
Pursuing assessment and collection of liens arising from unpaid administrative penalties will facilitate the Department's compliance with Chapter 10.16 of the Tehama County Code and Government Code Section 53069.4.

Background Information:
Tehama County Code Enforcement conducted an inspection of the Premises on October 31, 2025. The enforcing officer issued a Notice of Violation and Proposed Administrative Penalty("Notice") to the owner(s), and/or occupant(s) of the Premises on October 31, 2025 for a public nuisance under Chapter 10.16. Abatement of the nuisance was ordered as specified in the Notice.

On March 19, 2026 Tehama County Code Enforcement sent an invoice requesting payment. No payments have been paid as of June 23, 2026.

Notice of Hearing on Accounting for Cost of Abatement and Cost of Administration; Notice of Hearing on Report for Amount of Administrative Penalty Due and Owing (*Tehama County Code Chapters 10.16*)

DATE OF NOTICE: 6/11/2026 **Case No. CE-25-136**

Property Owner Name and Last Known Address:
Georgina Cardenas
6 Christopher Alan Lane
Chico, CA 95828

Occupant:
All occupants at this site address

Site Address:
8471 Hwy 99W, Gerber

Assessor's Parcel Number:
063-140-009

TO ALL PROPERTY OWNERS, TENANTS, OR OTHERS IN POSSESSION OF THE PREMISES IDENTIFIED AS:
8471 Hwy 99W, Gerber

YOU ARE HEREBY NOTIFIED that Exhibit "A," attached hereto and incorporated herein, is a copy of the account and/or report pertaining to the property determined to be a nuisance & found in violation of Chapter 10.16 of the Tehama County Code. The amount is presently due and owing.

YOU ARE HEREBY NOTIFIED the Tehama County Board of Supervisors will review the account and/or report.
FAILURE TO APPEAR AT THE HEARING SCHEDULED ON:

DATE: **7/7/2026**
TIME: **1:30 PM**
ADDRESS: **727 Oak Street, Red Bluff, CA**

WILL CONSTITUTE A FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES WITH RESPECT TO THE ADMINISTRATIVE COSTS. THE ENTIRE PENALTY AND INTERESTS MAY BE PROCESSED FOR A PERSONAL CIVIL JUDGEMENT, SEIZURE OF PERSONAL PROPERTY, PAY GARNISHMENT OR COORDINATION WITH FRANCHISE TAX BOARD AND OR INTERNAL REVENUE SERVICE.

If you require an interpreter, you are responsible for providing one for yourself

NOTICE IS FURTHER GIVEN:

Cost of Abatement and Cost of Administration:

YOU MAY APPEAR AT SAID DATE AND TIME TO BE HEARD. The property owner(s) may waive the Hearing on Accounting by paying the cost of abatement and the cost of administration (the "Costs") to the enforcing officer prior to the time set for the Hearing. Unless otherwise expressly stated by the property owner, payment of the Costs prior to said Hearing shall be deemed a waiver of the right thereto and an admission that said accounting is accurate and reasonable.

The Board of Supervisors may authorize a Notice of Abatement Lien to be recorded against the Premises. (Government Code section 25845.) If so, the Costs may be specially assessed and placed upon the County tax roll as an abatement lien against the Premises, or placed on the unsecured roll. The Costs may be paid in full prior to entry of said costs on the tax roll.

Notice of Hearing on Accounting for Cost of Abatement and Cost of Administration; Notice of Hearing on Report for Amount of Administrative Penalty Due and Owing (*Tehama County Code Chapters 10.16*)

NOTICE IS HEREBY GIVEN.

6-11-26
Date of Service of Notice

Tehama County Clerk of the Board of Supervisors

Payments should be directed to: TEHAMA COUNTY ENVIRONMENTAL HEALTH
CODE ENFORCEMENT DIVISION
633 Washington Street, Room 36, Red Bluff, CA 96080
Phone: 530-527-8020 FAX: 530-527-6617

Tehama County Environmental Health Department
633 Washington Street, Room 36
Red Bluff, CA 96080
530-527-8020

Exhibit "A"

Code Enforcement Account Invoice

Account ID	Date
3372	03/19/2026

Invoice ID	Invoice Total Due:
14436	$25,018.03

PAYMENT DUE IMMEDIATELY
03/19/2026

TO : GEORGINA CARDENAS
6 CHRISTOPHER ALAN DRIVE
CHICO CA 95928

You received this invoice because you were either the property owner, occupant or a person who caused, permitted, suffers or maintained, conducted, or otherwise suffered or allowed the violation to exist.

APN: 063-140-009 **Site Location:** 8471 HWY 99W GERBER CA 96035

Date		Amount
Invoice # 14436		
03/19/2026	CODE ENFORCEMENT ABATEMENT COST	$25,018.03

Cost due for abatement on 2/11/2026

Total Due for This Invoice: $25,018.03
Invoice Balance: $25,018.03

Please make payments to Tehama County Environmental Health Code Enforcement 633 Washington Street, Room 36, Red Bluff, CA 96080 in the form of a cashier's check or money order, no personal checks.

Interest shall accrue on any amounts due from the effective date until the date paid pursuant to the laws applicable to civil judgments.

CODE ENFORCEMENT ITEMIZED STATEMENT

Owner Name:	Georgina Cardenas
Site Address:	8471 Hwy 99W, Gerber
APN:	063-140-009

CE-25-136	Minutes	Pages Copied		
Notice	20	3		
Copies-Notice (3 ea.x 2 pgs ea.)	5	9		
Mail Preparation	4	2		
Deliver to Post Office/FedEx	30			
Warrant Application Preperation	30	26		
Warrant Preperation	15	4		
Totals	104	44		
Time @ $.77 per min.			$80.08	
Copies @ .25 ea			$11.00	
Post Office/FedEx Postage			$6.04	
Total Adminstrative Costs				$97.12

County Employee	Hrs.	Rate	Total	
Code Officer	8	$51.80	414.40	
Code Officer	8	$41.82	334.56	
DA Officer	5	$94.49	$472.45	
DA Officer	3	$137.28	$411.84	
DA Officer	2	$73.13	$146.26	
Total Code Officer/Deputy Time				$ 1,779.51

Mileage	Miles	Rate	Total	
5 vehicles @ 40.4 mi. each	202	$0.70	$141.40	
Total Mileage				$ -
Total Mileage				**$ 141.40**
Vendor Costs				**$ 23,000.00**
				$ -

Total Abatement Costs	$25,018.03

Administrative Penalty

INVOICE TOTAL	**$25,018.03**

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TEHAMA MAKING THE DETERMINATION AND ORDERING THAT THE ADMINISTRATIVE COSTS OF ABATEMENT BE SPECIALLY ASSESSED AGAINST THE AFFECTED PROPERTY AND THAT NOTICE OF ABATEMENT LIEN BE RECORDED, PURSUANT TO CHAPTER 10.16 OF THE TEHAMA COUNTY CODE, GOVERNMENT CODE SECTION 25845, AND GOVERNMENT CODE SECTION 53069.4 RESPECTIVELY.

Owner:	**Georgina Cardenas**
Site Address:	**8471 Hwy 99W, Gerber**
APN:	**063-140-009**
Case No:	**CE-25-136**

WHEREAS, in accordance with the procedures set forth in Chapter 10.16 of the Tehama County Code, the condition(s) occurring on the premises was determined to constitute a public nuisance; and

WHEREAS, the nuisance was abated in accordance with Chapter 10.16.040(E); and

WHEREAS, the enforcing officer has kept an account of the amount of the cost of abatement and the administrative costs and has rendered a report in writing to the Board of Supervisors showing the amounts which is attached hereto as Attachment A; and

WHEREAS, the total abatement costs imposed is **$25,018.03;** and

WHEREAS, the County made a demand on the property owner at least ninety (90) days prior to this Hearing; and

WHEREAS, the County has not received payment in full from the property owner; and

WHEREAS, no timely appeal was filed with the Superior Court; and

WHEREAS, the Board of Supervisors is authorized to specially assess the costs of abatement and administrative costs be placed upon the county tax roll and may record a notice of abatement lien pursuant Tehama County Code section 10.16.190; and

WHEREAS, the owner of the property has been given notice of this Hearing and provided an opportunity to be heard in accordance with Tehama County Code section 10.16.200;

NOW THEREFORE BE IT RESOLVED, that the report of the enforcing officer, attached hereto as Attachment A, with any modifications directed by the Board of Supervisors on the record at this Hearing is hereby confirmed and approved; and

BE IT FURTHER RESOLVED, that the Board of Supervisors authorizes and directs the enforcing officer to record a Notice of Abatement Lien and/or place on the tax roll with any modifications directed by the Board of Supervisors on the record at this Hearing, in substantially the form attached hereto as Attachment B; and

The foregoing resolution was offered on a motion by Supervisor _____, seconded by Supervisor_____, and carried by the following vote of the Board:

AYES:

NOES:

ABSENT OR NOT VOTING:

STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

I, _____, 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 a resolution adopted by said Board of Supervisors on the _____ day of _____, 2026.

DATED: This _____ day of _____, 2026.

_____, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California.

By_____

Tehama County Environmental Health Department
633 Washington Street, Room 36
Red Bluff, CA 96080
530-527-8020

Exhibit "A"

Code Enforcement Account Invoice

Account ID	Date
3372	03/19/2026

Invoice ID	Invoice Total Due:
14436	$25,018.03

PAYMENT DUE IMMEDIATELY
03/19/2026

TO : GEORGINA CARDENAS
6 CHRISTOPHER ALAN DRIVE
CHICO CA 95928

You received this invoice because you were either the property owner, occupant or a person who caused, permitted, suffers or maintained, conducted, or otherwise suffered or allowed the violation to exist.

APN: 063-140-009 **Site Location:** 8471 HWY 99W GERBER CA 96035

Date		Amount
Invoice # 14436		
03/19/2026	CODE ENFORCEMENT ABATEMENT COST	$25,018.03

Cost due for abatement on 2/11/2026

Total Due for This Invoice: $25,018.03
Invoice Balance: $25,018.03

Please make payments to Tehama County Environmental Health Code Enforcement 633 Washington Street, Room 36, Red Bluff, CA 96080 in the form of a cashier's check or money order, no personal checks.

Interest shall accrue on any amounts due from the effective date until the date paid pursuant to the laws applicable to civil judgments.

CODE ENFORCEMENT ITEMIZED STATEMENT

Owner Name:	Georgina Cardenas
Site Address:	8471 Hwy 99W, Gerber
APN:	063-140-009

CE-25-136	Minutes	Pages Copied		
Notice	20	3		
Copies-Notice (3 ea.x 2 pgs ea.)	5	9		
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Deliver to Post Office/FedEx	30			
Warrant Application Preperation	30	26		
Warrant Preperation	15	4		
Totals	104	44		
Time @ $.77 per min.			$80.08	
Copies @ .25 ea			$11.00	
Post Office/FedEx Postage			$6.04	
Total Adminstrative Costs				$97.12

County Employee	Hrs.	Rate	Total	
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DA Officer	5	$94.49	$472.45	
DA Officer	3	$137.28	$411.84	
DA Officer	2	$73.13	$146.26	
Total Code Officer/Deputy Time				$ 1,779.51

Mileage	Miles	Rate	Total	
5 vehicles @ 40.4 mi. each	202	$0.70	$141.40	
Total Mileage				$ -
Total Mileage				**$ 141.40**
Vendor Costs				**$ 23,000.00**
				$ -

Total Abatement Costs	$25,018.03

Administrative Penalty

INVOICE TOTAL	**$25,018.03**

Attachment B

Recording requested by and mail to:

Tehama County Department of
Environmental Health,
Code Enforcement
633 Washington St., Room 36
Red Bluff, CA 96080

NOTICE OF ABATEMENT LIEN

Property Owner Name and Last Known Address:

Site Address:

Assessor's Parcel Number

Date Enforcing Officer Ordered Abatement By:
Click here to enter a date.

Date Abatement Completed:

WHEREAS, Exhibit "A" attached hereto and incorporated herein is a legal description of the subject property ("Premises").

WHEREAS, on Click here to enter a date. the enforcing officer for the County of Tehama abated the nuisance then existing on the Premises by the removal of the public nuisance.

WHEREAS, on Click here to enter a date. the County of Tehama made a demand that the cost of abatement and the cost of administration in the sum of $xxxx.xx be paid by Click here to enter a date.. The amount paid toward the total sum to date is: $none.

WHEREAS, on Click here to enter a date., the Tehama County Board of Supervisors adopted Resolution No.xx-xxxx ordering that these costs be specially assessed against the Premises and further ordering recordation of this Notice of Abatement Lien against the Premises, pursuant to Chapter 10.16 of the Tehama County Code and Government Code section 25845.

WHEREAS, the County of Tehama does hereby claim an Abatement Lien in the sum of $XXXXXX to recover the cost of abatement and cost of administration. The same shall be a lien upon the Premises until the same has been paid in full and released of record.

NOW THEREFORE be it known that an Abatement Lien exists on the Premises.

NOTICE IS HEREBY GIVEN.

Date of Notice

Tia Branton, Director of
Environmental Health

Tehama County

Agenda Request Form

File #: 26-1111 **Agenda Date:** 7/7/2026 **Agenda #:** 24.

CLOSED SESSION

Requested Action(s)
a) PERSONNEL / PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)

Title: Part 1 of the Agricultural Commissioner Annual Performance Evaluation Process

Financial Impact:
None.

Background Information:
None.

Tehama County

Agenda Request Form

File #: 26-1113 **Agenda Date:** 7/7/2026 **Agenda #:** 25.

CLOSED SESSION

Requested Action(s)
a) PERSONNEL / PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)

Title: Part 1 of the Social Services Director Annual Performance Evaluation Process

Financial Impact:
None.

Background Information:
None.

Tehama County

Agenda Request Form

File #: 26-1205 **Agenda Date:** 7/7/2026 **Agenda #:** 26.

CLOSED SESSION

Requested Action(s)
a) EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. The case name is National Prescription Opiate Litigation, U.S. District Court, Northern District of Ohio, Case No. 1:17-md-02804-DAP

Financial Impact:
None.

Background Information:
None.

Tehama County

Agenda Request Form

File #: 26-1222 **Agenda Date:** 7/7/2026 **Agenda #:** 27.

CLOSED SESSION

Requested Action(s)
a) EMPLOYEE NEGOTIATIONS - CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6)

Agency Negotiators: Che Johnson & Coral Ferrin
Employee Organization: Peace Officers Association

Financial Impact:
Click here to enter Financial Impact.

Background Information:
Click here to enter Background Info.

Tehama County

Agenda Request Form

File #: 26-1223 **Agenda Date:** 7/7/2026 **Agenda #:** 28.

CLOSED SESSION

Requested Action(s)
a) EMPLOYEE NEGOTIATIONS - CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6)

Agency Negotiators: Che Johnson & Coral Ferrin
Employee Organization: Deputy Sheriff's Association

Financial Impact:
Click here to enter Financial Impact.

Background Information:
Click here to enter Background Info.

Tehama County

Agenda Request Form

File #: 26-1224 **Agenda Date:** 7/7/2026 **Agenda #:** 29.

CLOSED SESSION

Requested Action(s)
a) EMPLOYEE NEGOTIATIONS - CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6)

Agency Negotiators: Che Johnson & Coral Ferrin
Employee Organization: Management Employees Association

Financial Impact:
Click here to enter Financial Impact.

Background Information:
Click here to enter Background Info.

Tehama County

Agenda Request Form

File #: 26-1225 **Agenda Date:** 7/7/2026 **Agenda #:** 30.

CLOSED SESSION

Requested Action(s)
a) EMPLOYEE NEGOTIATIONS - CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6)

Agency Negotiators: Che Johnson & Coral Ferrin
Employee Organization: Joint Council of IUOE, Local 39

Financial Impact:
Click here to enter Financial Impact.

Background Information:
Click here to enter Background Info.

Tehama County

Agenda Request Form

File #: 26-1228 **Agenda Date:** 7/7/2026 **Agenda #:** 31.

CLOSED SESSION

Requested Action(s)
a) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Government Code section 54956.9). Name of the case is Morgan Trevino as Guardian Ad Litem for G.T. County of Tehama, Tehama County Superior Case No. 26CI-000026

Financial Impact:
None.

Background Information:
None.

Tehama County

Agenda Request Form

File #: 26-1245 **Agenda Date:** 7/7/2026 **Agenda #:** 32.

CLOSED SESSION

Requested Action(s)
a) CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
(Board will be sitting jointly as the Tehama County Flood Control and Water Conservation District Board of Directors and the Tehama County Board of Supervisors)
(Paragraph (1) of subdivision (d) of Section 54956.9) Name of case: (Garst v. Tehama County Flood Control and Water Conservation District, 23CI-000079)

Financial Impact:
None

Background Information:
None