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, MAY 19, 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 May 26th Regular Meeting of the Board of Supervisors is cancelled pursuant to Board policy, a Special Meeting will be held on the same date at 9:00 a.m.

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 - 4/26/26 - 5/02/26 26-0718

2. AUDITOR'S CLAIMS 26-0750

a) Court Operations, 2017-53230, Kent Caruso, Ph. D, $800.00.

3. FIRE 26-0707

a) Request approval and authorization to establish a Cash Change Fund in the amount of $200 for the purpose of making change for cash transactions to customers who pay various fees within the Fire Marshal's Office

4. DEPARTMENT OF AGRICULTURE 26-0735

a) AGREEMENT - Request approval and authorization for the Agricultural Commissioner to sign Cooperative Agreement 25-0617-016-SF with the California Department of Food and Agriculture for the provision of costs incurred relative to the detection of the European Grape Moth in an amount not to exceed $8,356.00, effective 3/1/26 and shall terminate 6/30/26

5. SOCIAL SERVICES 26-0444

a) AGREEMENT - Request approval and authorization for the Social Services Director or Designee to sign the Agreement with California State Polytechnic University, Humboldt, for the purpose of providing social work students intern experience with Tehama County Social Services, effective 7/1/26, and shall terminate 6/30/31

6. SOCIAL SERVICES **26-0716**

a) DONATION - Request approval and authorization for the Director of Social Services or Designee to accept donations from the Red Bluff Elks Lodge #1250, consisting of $2,000 in Walmart gift cards and $2,000 in merchandise, including children's clothing and other essential items for Child Protective Services

7. SOCIAL SERVICES **26-0721**

a) AGREEMENT - Request approval and authorization for the Chair and the Director of Social Services to sign the Memorandum of Understanding with the Tehama County Department of Education, Foster Youth Services Program for the purpose of coordinating Education Support for Dependent Youth, with a 50% Federal Funds pass through obligation of $222,009.90, effective 7/1/26 and shall terminate 6/30/27

8. SHERIFF'S OFFICE **26-0736**

a) AGREEMENT - Request approval and authorization for the Chair and the Sheriff to sign Amendment No.1 with Prestige Radiology Inc. (Purchasing Agree. #296PA25), thereby increasing the maximum compensation payable not to exceed $75,000, effective 8/1/25 and shall terminate 7/31/26 *(Subject to receipt of required insurance documentation)*

REGULAR AGENDA

9. SOCIAL SERVICES / ENVIRONMENTAL HEALTH **26-0701**

a) Request approval of certificates recognizing the following employees for their years of faithful and dedicated service to the County of Tehama:

1) SOCIAL SERVICES - Dawn Alves, 15 years

2) ENVIRONMENTAL HEALTH - Clint Weston, 10 years

10. SOCIAL SERVICES - Director Bekkie Emery **26-0729**

a) BID WAIVER

1) Request to adopt the finding that the County of Riverside licensing solution provider contract ITARC-00929 with SHI International Corp. for the acquisition of Microsoft O365 software licensing meets all Tehama County bidding criteria and allows the County to take advantage of low pricing without the time and expense of a formal bid process

2) Request to find it in the best interest of the County to waive the formal bid process for purchase of 200 user subscriptions of Microsoft O365 and server licensing. This is based on the finding that the Department needs to acquire Microsoft O365 to update software, increase security, remain in compliance with security agreements, and to utilize the State's new Child Protective Services case management system that is expected in October 2026

b) Request for authorization for the Purchasing Department to sign Purchase Order No.

33235 to SHI International Corp. for the acquisition of Microsoft O365 software licensing with maximum compensation not to exceed $265,000 for a 3-year period beginning May 13, 2026, and ending May 14, 2029

11. PLANNING DEPARTMENT - Planning Director Jessica Martinez **26-0710**

a) TRANSFER OF FUNDS: PLANNING; B-65 - From Project Management (2077-532307) to Vehicles (2077-57605), $ 25,000; and from Maintenance of Equipment (2077-53170) to Vehicles (2077-57605), $8,886.75 **(Requires a 4/5's vote)**

b) Request to award the bid for one (1) new 4-wheel drive full-size sport utility vehicle (SUV) to Corning Ford in the amount of $33,886.75 and further authorize the Purchasing Agent to sign a purchase order for the acquisition

12. TRANSIT AGENCY/TRANSPORTATION COMMISSION - Interim Public Works Director Tom Provine & Deputy Director Jessica Riske-Gomez **26-0664**

a) AGREEMENT - Request approval and authorization for the Interim Public Works Director to sign the Intergovernmental Agreement between the County of Tehama and the City of Red Bluff, for the purpose of leasing the Rio & Walnut Red Bluff Transit Transfer Center, and further authorize the Interim Director of Public Works to sign any related documents for a maximum amount not to exceed $1.00 per fiscal year, effective 6/30/26 and shall terminate 12/31/30

10:00 A.M.

13. TEHAMA COUNTY ECONOMIC DEVELOPMENT - Chamber of Commerce CEO Dave Gowan **26-0728**

a) INFORMATIONAL PRESENTATION - Informational update regarding Economic Development activities in Tehama County

14. ADMINISTRATION - Chief Administrator Gabriel Hydrick & Green Waste of Tehama District Manager Amanda Garrett **26-0526**

a) INFORMATIONAL PRESENTATION - Regarding Green Waste's Education Program for 2025, and overall program management and goal achievements related to residential and commercial solid waste management services in the unincorporated areas of Tehama County

b) Board discussion and possible approval that Green Waste made a good faith effort to meet its 2025 minimum diversion goals

15. COUNTY ADMINISTRATION / TREASURER / TAX COLLECTOR - Chief Administrator Gabriel Hydrick / Treasurer Parker Hunt **26-0746**

a) RESOLUTION - Request adoption of a Resolution authorizing the Board of Supervisors to issue a Tehama County 2026-27 Tax and Revenue Anticipation Note (TRAN) and approving the sale of such note to the Tehama County Treasury Investment Pool and approving certain related matters therewith, not exceeding $24,000,000 with a mature date no later than 6/30/2027

16. SHERIFF'S OFFICE / HEALTH SERVICES AGENCY - Sheriff Dave Kain **26-0719**

a) AGREEMENT- Request approval and authorization for the Sheriff and the Health Services Executive Director to sign the Interagency Memorandum of Understanding (MOU) for the purpose of providing personnel-related investigation to pre-employment applicants and current employees who are being considered for work in the jail, in the amounts set forth in Exhibit "A", with maximum compensation not to exceed $30,000 per year, effective 7/1/25 through 6/30/31

17. SHERIFF'S OFFICE - Sheriff Dave Kain **26-0722**

a) AGREEMENT - Request approval and authorization for the Chair and the Sheriff to sign the Agreement with Ronald L. Clark, DDS, for the purpose of providing dental and medical services to inmates of the Tehama County Jail for the rates set forth in Exhibit "B", with a not to exceed amount of $100,000.00, effective 7/1/26, and shall remain in effect until 6/30/27

18. SHERIFF'S OFFICE - Sheriff Dave Kain **26-0723**

a) AGREEMENT - Request approval and authorization for the Chair and the Sheriff to sign the Agreement with Ronald L. Clark, DDS, for the purpose of providing medical services to assist the Tehama County Coroners with decedent investigations, with a not to exceed amount of $25,000, effective 7/1/26, and shall remain in effect until 6/30/27

19. SHERIFF'S OFFICE - Sheriff Dave Kain **26-0734**

a) TRANSFER OF FUNDS: SHERIFF; B-66 - From Interfund Revenue (2027-461070), $343,050.00; to Contingency (2002-59000), $343,050.00; and from Contingency (2002-59000), $343,050.00; to Special Dept. Equipment (2027-57608), $343,050.00 (**Requires a 4/5's vote)**

b) AGREEMENT - Request approval and authorization for the Chair and the Sheriff to sign an Agreement with ANDE Corporation, for the purpose of purchasing a rapid DNA testing ANDE 6C Instrument, testing consumables and extended three-year service warranty for the rates set forth in Exhibit "B", with a not to exceed amount of $343,050, effective upon the date of signing and shall remain in effect for 48 months after the date of execution

20. BOARD OF SUPERVISORS - Chief Administrator Gabriel Hydrick **26-0731**

a) ORDINANCE- Request the adoption of an Ordinance amending Ordinance No.1922 under Tehama County Code §2.02.020(C) - Compensation to replace the existing $500 monthly automobile allowance with a flat monthly allowance equal to the value of one thousand (1,000) miles at the County's adopted Internal Revenue Service (IRS) standard mileage reimbursement rate

1) Waive the second reading
2) Adopt the ordinance

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.

21. CLOSED SESSION **26-0781**

a) PERSONNEL / PUBLIC EMPLOYEE APPOINTMENT OR EMPLOYMENT
(Government Code Section 54957)

Title: Interim Executive Director, Health Services Agency

22. CLOSED SESSION **26-0782**

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

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

23. CLOSED SESSION **26-0784**

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

Agency Negotiators: Che Johnson & Coral Ferrin
Employee Organization: Deputy Sheriffs Association

24. CLOSED SESSION **26-0786**

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

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 #: 26-0718 **Agenda Date:** 5/19/2026 **Agenda #:** 1.

GENERAL WARRANT REGISTER - 4/26/26 - 5/02/26

Requested Action(s)

Financial Impact:
As Listed.

Background Information:
Click here to enter Background Info.

Tehama County

TEBK400 - Check Register

Issue Dates between Apr 26, 2026 and May 2, 2026

Report Generated on: **May 4, 2026 9:52:45 AM**

Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Extended Amount
00000881	04/27/2026	101653	SUBURBAN PROPANE	101	GENERAL FUND	7013-53300	CAMP TEHAMA	1636-136293	$827.01
00000882	04/29/2026	100185	BEN'S TRUCK REPAIR INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Acct: 54500	$350.82
00000883	04/29/2026	101705	TEHAMA TIRE SERVICE	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Acct: 1402	$1,122.40
00000884	04/30/2026	108325	STAPLES ADVANTAGE	108	SOCIAL SERVICES	5013-53220	SOCIAL SERVICES	1009279	$373.19
00008302	04/27/2026	V000603	SELF INSURED SERVICES LLC	211	DENTAL INSURANCE	1112-53230	DENTAL	APR-26	$2,177.50
00008302	04/27/2026	V000603	SELF INSURED SERVICES LLC	212	MEDICAL	1103-53150	MEDICAL	APR-26	$1,611,321.17
00008302	04/27/2026	V000603	SELF INSURED SERVICES LLC	212	MEDICAL	1103-53230	MEDICAL	APR-26	$333.50
00008302	04/27/2026	V000603	SELF INSURED SERVICES LLC	213	VISION	1113-53230	VISION	APR-26	$1,172.50
70888810	04/27/2026	100065	ALSCO INC	101	GENERAL FUND	7021-53604	PARKS & RECREATI	20-8320	$28.66
70888811	04/27/2026	103939	AT&T	101	GENERAL FUND	2061-53120	AGRICULTURE COMM	9391032879 3/12/26-4/11/26	$159.05
70888811	04/27/2026	103939	AT&T	101	GENERAL FUND	2061-53120	AGRICULTURE COMM	9391032903 3/12/26-4/11/26	$31.91
70888811	04/27/2026	103939	AT&T	106	PUBLIC SAFETY	2035-53120	DAY REPORTING CE	Ban 9391055756	$64.23
70888811	04/27/2026	103939	AT&T	106	PUBLIC SAFETY	2036-53120	JUVENILE HALL	9391001947 Ban	$31.95
70888811	04/27/2026	103939	AT&T	106	PUBLIC SAFETY	2036-53120	JUVENILE HALL	9391032886 Ban	$131.58
70888811	04/27/2026	103939	AT&T	106	PUBLIC SAFETY	2037-53120	PROBATION	9391032874 Ban	$226.45
70888811	04/27/2026	103939	AT&T	106	PUBLIC SAFETY	2037-53120	PROBATION	9391032875 Ban	$380.30
70888812	04/27/2026	113573	AT&T U-VERSE	106	PUBLIC SAFETY	2035-53120	DAY REPORTING CE	152445115 Mar & Apr	$225.59
70888813	04/27/2026	124886	BATTLE CREEK PEST CONTROL	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	2731 SML	$140.00

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70888813	04/27/2026	124886	BATTLE CREEK PEST CONTROL	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	2732 DRC	$120.00
70888813	04/27/2026	124886	BATTLE CREEK PEST CONTROL	106	PUBLIC SAFETY	2036-53170	JUVENILE HALL	2687	$100.00
70888813	04/27/2026	124886	BATTLE CREEK PEST CONTROL	106	PUBLIC SAFETY	2037-53170	PROBATION	2687	$100.00
70888814	04/27/2026	122025	BIMBO BAKERIES USA	106	PUBLIC SAFETY	2035-53130	DAY REPORTING CE	363203-1	$25.30
70888815	04/27/2026	142466	CARREL'S OFFICE MACHINES	106	PUBLIC SAFETY	2037-53170	PROBATION	TC42	$62.50
70888816	04/27/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	1073-5330014	GENERAL SERVICES	007396-000	$116.69
70888816	04/27/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	1073-53301	GENERAL SERVICES	005876-000	$86.88
70888816	04/27/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	1076-53300	PROPERTY PLANNIN	006486-000	$49.64
70888816	04/27/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	2061-53300	AGRICULTURE COMM	007056-000 Irrigation	$49.37
70888816	04/27/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	2061-53300	AGRICULTURE COMM	007057-000 Water/Sewer	$83.95
70888816	04/27/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	7033-53300	RED BLUFF VETERA	005638-000	$358.52
70888819	04/27/2026	103583	DIAMOND DRUGS INC	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	CATJ- FEB 2026	$603.84
70888820	04/27/2026	118866	EARTHGRAINS BAKING COMPANIES I	106	PUBLIC SAFETY	2035-53130	DAY REPORTING CE	363203-1	$25.30
70888820	04/27/2026	118866	EARTHGRAINS BAKING COMPANIES I	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	194283-1	$94.02
70888820	04/27/2026	118866	EARTHGRAINS BAKING COMPANIES I	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	214109-1	$94.62
70888821	04/27/2026	134605	FASTENERS INC	101	GENERAL FUND	1074-53270	FACILITIES MAINT	0000640	$138.68
70888821	04/27/2026	134605	FASTENERS INC	101	GENERAL FUND	1074-53270	FACILITIES MAINT	3050785	$536.43

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70888821	04/27/2026	134605	FASTENERS INC	101	GENERAL FUND	1074-53270	FACILITIES MAINT	3050788	$10.73
70888822	04/27/2026	100668	GAGER DISTRIBUTING INC	101	GENERAL FUND	2078-53280	DIV OF ANIMAL SE	01-842 /VP breakup, bleach	$304.16
70888824	04/27/2026	V000233	GENUINE PARTS COMPANY INC	101	GENERAL FUND	1074-53170	FACILITIES MAINT	750366	$11.60
70888824	04/27/2026	V000233	GENUINE PARTS COMPANY INC	101	GENERAL FUND	1074-53170	FACILITIES MAINT	750669	$165.44
70888824	04/27/2026	V000233	GENUINE PARTS COMPANY INC	101	GENERAL FUND	2061-53170	AGRICULTURE COMM	56340/Def for#319	$23.63
70888825	04/27/2026	142511	GRAINGER INC	106	PUBLIC SAFETY	2036-53170	JUVENILE HALL	830621579 (FM)	$589.97
70888826	04/27/2026	V000088	HEALTH MANAGEMENT ASSOCIATES I	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	CAL AIM CONSULTING 020126-0228	$14,151.25
70888827	04/27/2026	115028	HILL'S PET NUTRITION SALES INC	101	GENERAL FUND	2078-53280	DIV OF ANIMAL SE	714651 cat food	$474.40
70888828	04/27/2026	102493	HUE & CRY SECURITY	106	PUBLIC SAFETY	2035-53230	DAY REPORTING CE	30738 DRC W/PO 356393	$65.00
70888829	04/27/2026	135145	HUNT & SONS	101	GENERAL FUND	1074-53170	FACILITIES MAINT	6013	$487.83
70888829	04/27/2026	135145	HUNT & SONS	101	GENERAL FUND	1074-53291	FACILITIES MAINT	6013	$765.19
70888830	04/27/2026	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2035-53291	DAY REPORTING CE	6031	$1,032.41
70888830	04/27/2026	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2037-53291	PROBATION	6031	$1,166.52
70888831	04/27/2026	110463	JAMES A KARNES	101	GENERAL FUND	7032-53180	LOS MOLINOS VETE	MOWER GAS	$38.96
70888832	04/27/2026	V001021	JEFF MEEK	101	GENERAL FUND	7013-53290	CAMP TEHAMA	MILEAGE REIMBURSEMENT 3/30/26	$72.80

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70888832	04/27/2026	V001021	JEFF MEEK	101	GENERAL FUND	7013-53290	CAMP TEHAMA	MILEAGE REIMBURSEMENT 4/23/26	$70.00
70888834	04/27/2026	123790	LAUNDRY WORLD UNIFORM & LINEN	101	GENERAL FUND	7033-53140	RED BLUFF VETERA	RB VETS HALL	$52.48
70888835	04/27/2026	133436	M L ESLINGER & ASSOCIATES INC	106	PUBLIC SAFETY	2037-53290	PROBATION	STC 626-33546 Zoom Web 4/10/26	$150.00
70888836	04/27/2026	V000758	MEAGAN JARDING	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	DOS 03/16/26-04/13/2026 Juv	$1,080.00
70888837	04/27/2026	119531	MID PACIFIC ENGINEERING INC	103	CAPITAL OUTLAY	1081-57586	PLANT ACQUISITIO	20260717	$4,853.55
70888838	04/27/2026	104757	OFFICE DEPOT (BUSINESS SVCS DI	106	PUBLIC SAFETY	2027-53220	SHERIFF	89517192	$75.47
70888839	04/27/2026	101231	PACIFIC GAS & ELECTRIC	106	PUBLIC SAFETY	2035-53300	DAY REPORTING CE	8709608417-0	$1,026.37
70888840	04/27/2026	101232	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7013-53300	CAMP TEHAMA	5015443044-6	$167.28
70888840	04/27/2026	101232	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7013-53300	CAMP TEHAMA	5576410026-3	$9.98
70888841	04/27/2026	123541	PACIFIC SKY CREATIVE INC	101	GENERAL FUND	1073-53170	GENERAL SERVICES	9044	$467.50
70888842	04/27/2026	127583	PRESTIGE RADIOLOGY INC	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	TC JH Tehama Youth B.B. Exam	$650.00
70888843	04/27/2026	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	692071	$264.46
70888843	04/27/2026	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	717115	$118.92
70888843	04/27/2026	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	717115 SNP	$293.81

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70888845	04/27/2026	101371	RED BLUFF GLASS COMPANY	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	Windshield Repair * 5603	$55.00
70888846	04/27/2026	V000347	SACVALLY MEDSHARE	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	JAN 2026	$7,500.00
70888847	04/27/2026	102334	SATCOM GLOBAL INC	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	107353	$114.42
70888847	04/27/2026	102334	SATCOM GLOBAL INC	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	107353	$79.74
70888849	04/27/2026	135605	SPECTRUM	101	GENERAL FUND	7033-53120	RED BLUFF VETERA	8413 12 011 0065364	$146.62
70888850	04/27/2026	131147	STEVE WESTABY	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	DOS 04/13/26 (3) Cases man/ora	$127.40
70888850	04/27/2026	131147	STEVE WESTABY	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	DOS 04/13/26 (3) oranges SNP	$126.00
70888851	04/27/2026	107566	SYSCO	106	PUBLIC SAFETY	2035-53130	DAY REPORTING CE	346486	$670.62
70888851	04/27/2026	107566	SYSCO	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	346486	$3,985.39
70888851	04/27/2026	107566	SYSCO	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	346486	$101.86
70888853	04/27/2026	105424	TEHAMA COUNTY DEPT OF EDUCATIO	112	HEALTH SERVICES	40121-53230	PUBLIC HEALTH	000773	$110,017.26
70888853	04/27/2026	105424	TEHAMA COUNTY DEPT OF EDUCATIO	112	HEALTH SERVICES	40121-53280	PUBLIC HEALTH	000773	$800.00
70888855	04/27/2026	107171	VESPER MASONIC TEMPLE ASSOC	112	HEALTH SERVICES	40121-53260	PUBLIC HEALTH	APRIL 2026 RENT	$1,756.05
70888855	04/27/2026	107171	VESPER MASONIC TEMPLE ASSOC	112	HEALTH SERVICES	40131-53260	MENTAL HEALTH	APRIL 2026 RENT	$2,141.90
70888855	04/27/2026	107171	VESPER MASONIC TEMPLE ASSOC	112	HEALTH SERVICES	40171-53260	DRUG & ALCOHOL	APRIL 2026 RENT	$903.69
70888855	04/27/2026	107171	VESPER MASONIC TEMPLE ASSOC	112	HEALTH SERVICES	40251-53260	CLINIC SERVICES	APRIL 2026 RENT	$839.38
70888856	04/27/2026	133406	WAYSTAR INC	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	226827	$931.30

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70888857	04/27/2026	134242	AMAZON CAPITAL SERVICES INC	101	GENERAL FUND	1025-53210	PURCHASING	ALHQQGV0XAUWO	$14,165.80
70888858	04/27/2026	136674	COLUMN NA FBO DH SLATER & SON	103	CAPITAL OUTLAY	1081-57586	PLANT ACQUISITIO	Retention from pay app 26	$6,345.97
70888859	04/27/2026	123020	DH SLATER AND SON INC	103	CAPITAL OUTLAY	1081-57586	PLANT ACQUISITIO	Pay app no. 26 minus retention	$120,573.91
70888860	04/27/2026	V001019	LASSEN VIEW APARTMENTS	112	HEALTH SERVICES	40131-53280	MENTAL HEALTH	SPECIAL DEPARTMENTAL EXP	$294.00
70888861	04/27/2026	111621	RANCACS	101	GENERAL FUND	2061-53200	AGRICULTURE COMM	RANCACS dues for 2026	$75.00
70888864	04/27/2026	V000922	THERMO SCIENTIFIC PORTABLE ANA	106	PUBLIC SAFETY	2027-57600	SHERIFF	C17657	$45,130.80
70888865	04/28/2026	V000818	AECUS LAW PC	101	GENERAL FUND	1105-53237	PROFESSIONAL COU	LEGAL EXPENSE	$12,419.51
70888866	04/28/2026	103939	AT&T	101	GENERAL FUND	1014-53120	COUNTY ADMINISTR	9391032893	$26.77
70888866	04/28/2026	103939	AT&T	101	GENERAL FUND	1014-53120	COUNTY ADMINISTR	9391058492	$14.36
70888866	04/28/2026	103939	AT&T	101	GENERAL FUND	1025-53120	PURCHASING	9391032893	$5.60
70888866	04/28/2026	103939	AT&T	101	GENERAL FUND	1025-53120	PURCHASING	9391058492	$2.87
70888866	04/28/2026	103939	AT&T	101	GENERAL FUND	1031-53120	COUNTY COUNSEL	9391032893	$6.23
70888866	04/28/2026	103939	AT&T	101	GENERAL FUND	1031-53120	COUNTY COUNSEL	9391058492	$7.02
70888866	04/28/2026	103939	AT&T	101	GENERAL FUND	1041-53120	PERSONNEL	9391032893	$7.47
70888866	04/28/2026	103939	AT&T	101	GENERAL FUND	1041-53120	PERSONNEL	9391058492	$4.15
70888866	04/28/2026	103939	AT&T	101	GENERAL FUND	1076-53120	PROPERTY PLANNIN	9391032893	$9.96
70888866	04/28/2026	103939	AT&T	101	GENERAL FUND	2075-53120	OFFICE OF EMERG	9391066749	$248.51
70888866	04/28/2026	103939	AT&T	106	PUBLIC SAFETY	2027-53120	SHERIFF	9391032835	$156.45
70888866	04/28/2026	103939	AT&T	106	PUBLIC SAFETY	2027-53120	SHERIFF	9391032838	$129.75

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70888866	04/28/2026	103939	AT&T	106	PUBLIC SAFETY	2027-53120	SHERIFF	9391032926	$92.61
70888866	04/28/2026	103939	AT&T	107	RISK MANAGEMENT	1101-53120	RISK MANAGEMENT	9391032893	$6.23
70888866	04/28/2026	103939	AT&T	107	RISK MANAGEMENT	1101-53120	RISK MANAGEMENT	9391058492	$3.51
70888866	04/28/2026	103939	AT&T	601	AIR POLLUTION DI	60110-53120	AIR POLLUTION DI	9391032872	$44.37
70888867	04/28/2026	122025	BIMBO BAKERIES USA	106	PUBLIC SAFETY	2032-53130	JAIL	64-000010291-04	$522.00
70888868	04/28/2026	V000640	CALIBER OFFICE FURNITURE	103	CAPITAL OUTLAY	1081-57586	PLANT ACQUISITIO	COFQ15335	$2,707.25
70888869	04/28/2026	V001025	CENTER POINT LARGE PRINT	101	GENERAL FUND	6021-5322023	LIBRARY	PRINTED LIBRARY MATERIALS	$180.00
70888871	04/28/2026	100376	CITY OF RED BLUFF	106	PUBLIC SAFETY	2027-53300	SHERIFF	005683	$26.26
70888871	04/28/2026	100376	CITY OF RED BLUFF	106	PUBLIC SAFETY	2027-53300	SHERIFF	005916	$187.87
70888871	04/28/2026	100376	CITY OF RED BLUFF	106	PUBLIC SAFETY	2028-53300	AUTO SHOP	006775	$33.41
70888871	04/28/2026	100376	CITY OF RED BLUFF	106	PUBLIC SAFETY	2032-53300	JAIL	005686	$2,640.23
70888872	04/28/2026	123272	DOWN RANGE INDOOR TRAINING CEN	106	PUBLIC SAFETY	2027-53280	SHERIFF	21729	$2,789.61
70888873	04/28/2026	123262	EXPRESS SERVICES INC	108	SOCIAL SERVICES	5013-53230	SOCIAL SERVICES	PROFESSIONAL/ SPECIAL SERV	$15,704.49
70888874	04/28/2026	134605	FASTENERS INC	106	PUBLIC SAFETY	2032-53170	JAIL	34812	$39.73
70888875	04/28/2026	113434	FEDEX	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	4184-5664-7	$48.45
70888876	04/28/2026	136121	HUNT & SONS LLC	601	AIR POLLUTION DI	60110-53291	AIR POLLUTION DI	6096	$55.87
70888877	04/28/2026	101699	JOHN W CORNELISON DBA	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	MAINTENANCE OF EQUIPMENT	$8.13
70888878	04/28/2026	114593	LAKESHORE LEARNING MATERIALS	101	GENERAL FUND	6021-53280	LIBRARY	LATL SP 26 LAKESHORE	$2,930.19
70888879	04/28/2026	128300	MICHELLE HICKOK	108	SOCIAL SERVICES	5013-53220	SOCIAL SERVICES	OFFICE EXPENSE	$10.00

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70888880	04/28/2026	110884	O'REILLY AUTOMOTIVE INC	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	1047279	$224.80
70888881	04/28/2026	116200	OCLC INC	101	GENERAL FUND	6021-53230	LIBRARY	35704	$1,080.80
70888882	04/28/2026	104757	OFFICE DEPOT (BUSINESS SVCS DI	106	PUBLIC SAFETY	2032-53220	JAIL	89517192	$69.27
70888882	04/28/2026	104757	OFFICE DEPOT (BUSINESS SVCS DI	601	AIR POLLUTION DI	60110-53220	AIR POLLUTION DI	Acct#89517192	$131.35
70888883	04/28/2026	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	1014-53300	COUNTY ADMINISTR	8530208183-2	$235.76
70888883	04/28/2026	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	1025-53300	PURCHASING	8530208183-2	$49.35
70888883	04/28/2026	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	1031-53300	COUNTY COUNSEL	8530208183-2	$87.73
70888883	04/28/2026	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	1041-53300	PERSONNEL	8530208183-2	$65.79
70888883	04/28/2026	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	1076-53300	PROPERTY PLANNIN	8530208183-2	$54.83
70888883	04/28/2026	101231	PACIFIC GAS & ELECTRIC	106	PUBLIC SAFETY	2027-53300	SHERIFF	3466590695-3	$102.78
70888883	04/28/2026	101231	PACIFIC GAS & ELECTRIC	106	PUBLIC SAFETY	2027-53300	SHERIFF	9550188561-0	$1,076.16
70888883	04/28/2026	101231	PACIFIC GAS & ELECTRIC	107	RISK MANAGEMENT	1101-53300	RISK MANAGEMENT	8530208183-2	$54.83
70888884	04/28/2026	117529	PRO PACIFIC	106	PUBLIC SAFETY	2032-53130	JAIL	61960	$1,451.59
70888884	04/28/2026	117529	PRO PACIFIC	106	PUBLIC SAFETY	2032-53140	JAIL	61960	$58.96
70888885	04/28/2026	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	818652	$998.93
70888886	04/28/2026	130995	RACHELLE GATES	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	$125.00
70888887	04/28/2026	110235	REDWOOD TOXICOLOGY	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	302458	$541.00
70888888	04/28/2026	102655	STATE ASSOC. OF COUNTY AUDITOR	101	GENERAL FUND	1021-53290	AUDITOR CONTROLL	5/14/26 TAX MNGRS MTG SAC	$155.00
70888889	04/28/2026	107566	SYSCO	106	PUBLIC SAFETY	2032-53130	JAIL	619919	$5,516.21

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70888889	04/28/2026	107566	SYSCO	106	PUBLIC SAFETY	2032-53140	JAIL	619919	$136.69
70888890	04/28/2026	110815	T-MOBILE USA	712	TEHAMA MAJOR CRI	71210-53280	TEHAMA MAJOR CRI	2004898	$115.00
70888891	04/28/2026	120716	UNITED WAY OF NORTHERN CALIFOR	101	GENERAL FUND	1091-55520	ADVERTISING.COMM	01/01/26-03/31/26	$1,256.25
70888891	04/28/2026	120716	UNITED WAY OF NORTHERN CALIFOR	108	SOCIAL SERVICES	5013-53280	SOCIAL SERVICES	01/01/26-03/31/26	$1,256.25
70888891	04/28/2026	120716	UNITED WAY OF NORTHERN CALIFOR	112	HEALTH SERVICES	40121-53230	PUBLIC HEALTH	01/01/26-03/31/26	$300.00
70888891	04/28/2026	120716	UNITED WAY OF NORTHERN CALIFOR	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	01/01/26-03/31/26	$300.00
70888891	04/28/2026	120716	UNITED WAY OF NORTHERN CALIFOR	112	HEALTH SERVICES	40171-53230	DRUG & ALCOHOL	01/01/26-03/31/26	$300.00
70888891	04/28/2026	120716	UNITED WAY OF NORTHERN CALIFOR	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	01/01/26-03/31/26	$337.50
70888892	04/28/2026	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	3370715	$2,788.44
70888892	04/28/2026	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53140	JAIL	3370715	$140.55
70888893	04/28/2026	129754	VICTOR COMMUNITY SUPPORT SERVI	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	$12,344.82
70888895	04/28/2026	136528	ALICIA MEYER	101	GENERAL FUND	6021-5322023	LIBRARY	LATL SP 26	$482.59
70888895	04/28/2026	136528	ALICIA MEYER	101	GENERAL FUND	6021-5322023	LIBRARY	LATL SP26	$390.23
70888917	04/28/2026	134732	JULIEANNE MANNING	101	GENERAL FUND	1021-53290	AUDITOR CONTROLL	4/20-22/2026 CALSACA	$816.14
70888928	04/28/2026	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	1041-53170	PERSONNEL	MAINTENANCE OF EQUIPMENT	$410.32

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70888929	04/28/2026	102655	STATE ASSOC. OF COUNTY AUDITOR	101	GENERAL FUND	1021-53290	AUDITOR CONTROLL	J. MANNING SPRING CONFERENCE	$155.00
70888933	04/28/2026	116342	KRISTA PETERSON	101	GENERAL FUND	1021-53290	AUDITOR CONTROLL	CALSACA CONFERENCE 4/20-23/26	$1,186.34
70888935	04/29/2026	V000216	ADVANCED CRISIS SOLUTIONS INC	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	$25,000.00
70888936	04/29/2026	107355	AIRGAS USA LLC	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	Acct: 2144002	$311.78
70888937	04/29/2026	127129	CALIFORNIA SACA FOUNDATION	101	GENERAL FUND	1021-53290	AUDITOR CONTROLL	J. MANNING ARM CONFERENCE	$250.00
70888938	04/29/2026	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	Acct: 25704606	$33.30
70888938	04/29/2026	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	Acct: 25704570	$36.32
70888938	04/29/2026	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	Acct: 25704606	$14.13
70888938	04/29/2026	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	Acct: 25704570	$33.89
70888940	04/29/2026	100376	CITY OF RED BLUFF	116	SENIOR NUTRITION	5063-53260	SENIOR NUTRITION	000062	$300.00
70888942	04/29/2026	112120	DAVIS COURIER SERVICE	101	GENERAL FUND	1023-53220	ASSESSOR	8798	$151.45
70888943	04/29/2026	104716	DIVERSIFIED SERVICES/COPY CENT	101	GENERAL FUND	1023-53220	ASSESSOR	Assessor	$370.88
70888944	04/29/2026	134195	DOKKEN ENGINEERING	102	ROAD FUND	3011-53230	ROAD DEPARTMENT	On-call-Fema	$4,455.89
70888945	04/29/2026	V000395	DUCOR TELEPHONE COMPANY	105	FIRE FUND	2042-53120	FIRE SCH C VOL	COMMUNICATIONS	$153.52
70888946	04/29/2026	136051	ELIOR INC	116	SENIOR NUTRITION	5063-53130	SENIOR NUTRITION	A7022	$4,200.00

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70888947	04/29/2026	V000233	GENUINE PARTS COMPANY INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Acct: 65420	$902.74
70888948	04/29/2026	136121	HUNT & SONS LLC	101	GENERAL FUND	1023-53291	ASSESSOR	6097	$147.19
70888949	04/29/2026	100793	HYDRAULIC CONTROLS INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Acct: T1040	$62.65
70888950	04/29/2026	100842	JOB TRAINING CENTER INC	108	SOCIAL SERVICES	5013-53230	SOCIAL SERVICES	PROFESSIONAL/ SPECIAL SERV	$40,957.67
70888951	04/29/2026	102715	JOEL SNOW DBA	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Acct: 9906	$220.07
70888951	04/29/2026	102715	JOEL SNOW DBA	102	ROAD FUND	3011-53800	ROAD DEPARTMENT	Acct: 9906	$644.99
70888952	04/29/2026	106774	KIMBALL-MIDWEST	105	FIRE FUND	2042-53170	FIRE SCH C VOL	056363	$1,179.72
70888953	04/29/2026	101470	LES SCHWAB TIRE CENTER	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	603-01373	$202.25
70888954	04/29/2026	128300	MICHELLE HICKOK	108	SOCIAL SERVICES	5013-53220	SOCIAL SERVICES	OFFICE EXPENSE	$45.00
70888955	04/29/2026	116981	NORCAL PRESORT	101	GENERAL FUND	1023-53220	ASSESSOR	Assessor	$68.60
70888955	04/29/2026	116981	NORCAL PRESORT	101	GENERAL FUND	1026-53220	TAX COLLECTOR	#1026	$33.15
70888956	04/29/2026	101164	NORTHERN CALIFORNIA GLOVES	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	Acct: 0000053	$88.21
70888956	04/29/2026	101164	NORTHERN CALIFORNIA GLOVES	102	ROAD FUND	3011-53190	ROAD DEPARTMENT	Acct: 0000053	$17.33
70888956	04/29/2026	101164	NORTHERN CALIFORNIA GLOVES	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	Acct: 0000053	$6.97
70888957	04/29/2026	130684	O'REILLY AUTOMOTIVE INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Acct: 2563014	$65.92
70888958	04/29/2026	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	0348333864-1	$68.38
70888958	04/29/2026	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	3395590579-0	$32.17
70888958	04/29/2026	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	9221579500-3	$911.56

Tehama County

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Issue Dates between Apr 26, 2026 and May 2, 2026

Report Generated on: **May 4, 2026 9:52:45 AM**

Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Extended Amount
70888959	04/29/2026	101267	PEERLESS BUILDING MAINT INC	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	TCPW	$2,661.00
70888960	04/29/2026	101276	PETERSON TRACTOR	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Acct: 6400200	$140.02
70888960	04/29/2026	101276	PETERSON TRACTOR	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	Acct: 6400200	($122.01)
70888961	04/29/2026	130995	RACHELLE GATES	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	$3,341.25
70888962	04/29/2026	102921	RANCHO TEHAMA ASSOCIATION	105	FIRE FUND	2042-53230	FIRE SCH C VOL	BAY ALARM 5/1-7/31	$202.50
70888963	04/29/2026	115490	RED BLUFF CHRYSLER DODGE JEEP	112	HEALTH SERVICES	40131-57605	MENTAL HEALTH	VEHICLES	$77,600.00
70888964	04/29/2026	125408	STATE OF CALIFORNIA	105	FIRE FUND	2042-53230	FIRE SCH C VOL	J3182	$465.08
70888965	04/29/2026	135244	STEVE M SHUDOMA	101	GENERAL FUND	2073-53260	PUB GUARDIAN / P	Units 117, 210, 211	$540.00
70888966	04/29/2026	115214	PAPE' TRUCKS INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Acct: 7110448	$30.52
70888967	04/29/2026	101825	WALLNER PLUMBING CO INC	105	FIRE FUND	2042-53180	FIRE SCH C VOL	MTCE STRUCT-IMPRV-GROUNDS	$385.00
70888968	04/29/2026	V000998	ACUITY SPECIALTY PRODUCTS INC	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	Acct: 11423969	$180.79
70888969	04/29/2026	136352	ALONDRA JAUREGUI OCAMPO	101	GENERAL FUND	2072-53290	SHERIFF - CORONE	MISSING AND UNIDENTIFIED PERSO	$232.00
70888972	04/29/2026	130093	BRANDON VOTAW	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	SAFETY BOOTS 2026	$177.36
70888974	04/29/2026	120215	CDPH VITAL RECORDS	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	$26.00
70888975	04/29/2026	128027	CHRISTIAN TORRES QUINTERO	101	GENERAL FUND	2072-53290	SHERIFF - CORONE	MISSING AND UNIDENTIFIED PERSO	$232.00
70888977	04/29/2026	103408	DEPT OF HEALTH CARE SERVICES	106	PUBLIC SAFETY	2032-53280	JAIL	COUNTY OF TEHAMA	$750.00

Tehama County

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70888979	04/29/2026	112395	HOME DEPOT CREDIT SERVICES	102	ROAD FUND	3011-53140	ROAD DEPARTMENT		$27.91
70888979	04/29/2026	112395	HOME DEPOT CREDIT SERVICES	102	ROAD FUND	3011-53270	ROAD DEPARTMENT		$193.88
70888979	04/29/2026	112395	HOME DEPOT CREDIT SERVICES	102	ROAD FUND	3011-53280	ROAD DEPARTMENT		$49.10
70888981	04/29/2026	130991	MARIO TEJEDA-RODRIGUEZ	102	ROAD FUND	3011-53230	ROAD DEPARTMENT	DOT PHYSICAL	$100.00
70888982	04/29/2026	125907	RESOURCE CONSERVATION DISTRICT	102	ROAD FUND	3015-53230	ROAD CAPITAL PRO	TCPW	$8,287.61
70888983	04/29/2026	T0033040	ROY MITCHELL	112	HEALTH SERVICES	40131-53280	MENTAL HEALTH	MAY 2026	$1,207.79
70888984	04/29/2026	V000282	SANDRA FUENTES	112	HEALTH SERVICES	40121-53280	PUBLIC HEALTH	3/24/26 PIZZA STATUS MTG	$21.49
70888985	04/29/2026	V000989	SARAH CORREIA	106	PUBLIC SAFETY	2027-53295	SHERIFF	TACTICAL DISPATCHING	$232.00
70888986	04/29/2026	101509	SHELBY'S PEST CONTROL INC	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	Acct: 13813	$70.00
70888989	04/30/2026	100065	ALSCO INC	106	PUBLIC SAFETY	2031-53170	WORK FARM	20-8368	$31.82
70888990	04/30/2026	133275	ALSCO-GEYER IRRIGATION INC	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	308979	$80.61
70888992	04/30/2026	100205	BOB'S TIRE CENTER	106	PUBLIC SAFETY	2024-53170	BOATING GRANTS	TEHAMA CO SHERIFF	$306.63
70888993	04/30/2026	134077	CALIFORNIA FORENSIC PSYCHOLOGY	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	$2,500.00
70888994	04/30/2026	V000638	CHABOT COLLEGE	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	$14,494.60
70888995	04/30/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	1014-53300	COUNTY ADMINISTR	0006390-000	$42.96

Tehama County

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Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Extended Amount
70888995	04/30/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	1014-53300	COUNTY ADMINISTR	006389-000	$11.36
70888995	04/30/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	1025-53300	PURCHASING	0006390-000	$8.99
70888995	04/30/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	1025-53300	PURCHASING	006389-000	$2.38
70888995	04/30/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	1031-53300	COUNTY COUNSEL	0006390-000	$15.98
70888995	04/30/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	1031-53300	COUNTY COUNSEL	006389-000	$4.24
70888995	04/30/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	1041-53300	PERSONNEL	0006390-000	$11.99
70888995	04/30/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	1041-53300	PERSONNEL	006389-000	$3.17
70888995	04/30/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	1076-53300	PROPERTY PLANNIN	0006390-000	$9.99
70888995	04/30/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	1076-53300	PROPERTY PLANNIN	006389-000	$2.64
70888995	04/30/2026	100376	CITY OF RED BLUFF	107	RISK MANAGEMENT	1101-53300	RISK MANAGEMENT	0006390-000	$9.99
70888995	04/30/2026	100376	CITY OF RED BLUFF	107	RISK MANAGEMENT	1101-53300	RISK MANAGEMENT	006389-000	$2.64
70888996	04/30/2026	108456	CROWN MOTORS	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	137883	$1,125.41
70888997	04/30/2026	T0014207	DFM ASSOCIATES	101	GENERAL FUND	1052-53170	ELECTIONS	MAINTENANCE OF EQUIPMENT	$1,966.00
70888998	04/30/2026	103583	DIAMOND DRUGS INC	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	CATJ - Tehama CO JDF	$458.77
70888998	04/30/2026	103583	DIAMOND DRUGS INC	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	CATJ - Trnty G.B. Mar 2026	$221.54
70888998	04/30/2026	103583	DIAMOND DRUGS INC	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	CATJ -Sis N.K. MAR 2026	$22.47
70888999	04/30/2026	127756	EMPOWER TEHAMA	101	GENERAL FUND	1091-55545	ADVERTISING.COMM	TEHAMA CO SHERIFF	$1,500.00
70889000	04/30/2026	108526	EXPRESS PERSONNEL SERVICES INC	106	PUBLIC SAFETY	2027-53230	SHERIFF	33750345	$363.66
70889000	04/30/2026	108526	EXPRESS PERSONNEL SERVICES INC	106	PUBLIC SAFETY	2032-53230	JAIL	33750345	$1,048.68

Tehama County

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70889001	04/30/2026	V000233	GENUINE PARTS COMPANY INC	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	56645	$100.30
70889002	04/30/2026	V000088	HEALTH MANAGEMENT ASSOCIATES I	106	PUBLIC SAFETY	2032-53230	JAIL	TEHAMA CO SHERIFF	$8,472.50
70889005	04/30/2026	120101	MANDI SELVESTER	101	GENERAL FUND	1052-53230	ELECTIONS	PROFESSIONAL/ SPECIAL SERV	$300.00
70889006	04/30/2026	V000976	MANUEL CONARD MANUEL AND TESC	106	PUBLIC SAFETY	2026-53221	PUBLIC DEFENDER	18649, 18471, 18556	$1,058.00
70889006	04/30/2026	V000976	MANUEL CONARD MANUEL AND TESC	106	PUBLIC SAFETY	2026-53221	PUBLIC DEFENDER	INV 17765	$48.00
70889007	04/30/2026	124624	MEDICAL DIAGNOSTIC LABORATORIE	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	9444770 DOS 2/23/26 JC TRNTY	$149.50
70889007	04/30/2026	124624	MEDICAL DIAGNOSTIC LABORATORIE	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	9444850 DOS 02/25/26 S.P. TC	$149.50
70889008	04/30/2026	123038	MENDES SUPPLY COMPANY	106	PUBLIC SAFETY	2032-53140	JAIL	0007377	$1,566.98
70889009	04/30/2026	V000950	NORCAL RESPIRATORY INC	106	PUBLIC SAFETY	20321-53192	JAIL - HEALTH SE	619693	$356.46
70889010	04/30/2026	101183	NORTH VALLEY DISTRIBUTING	106	PUBLIC SAFETY	2032-53170	JAIL	427	$208.69
70889011	04/30/2026	121129	NORTHRIDGE EYE CARE	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	CU131894 DOS 02/26/26	$316.00
70889012	04/30/2026	110884	O'REILLY AUTOMOTIVE INC	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	1047279	$197.90
70889013	04/30/2026	113380	OFFICE DEPOT	101	GENERAL FUND	1052-53220	ELECTIONS	Acct #89517192	$109.18
70889014	04/30/2026	104757	OFFICE DEPOT (BUSINESS SVCS DI	101	GENERAL FUND	1026-53220	TAX COLLECTOR	89517192	$186.40

Tehama County

TEBK400 - Check Register

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70889015	04/30/2026	101267	PEERLESS BUILDING MAINT INC	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	HOUSEHOLD EXPENSE	$8,277.00
70889016	04/30/2026	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	818652	$545.90
70889017	04/30/2026	114150	R A CLARK ENTERPRISES	101	GENERAL FUND	1052-53280	ELECTIONS	Pins for 2026 June Primary	$384.00
70889019	04/30/2026	119073	SOUTHERN COMPUTER WAREHOUSE	101	GENERAL FUND	1022-53220	TREASURER	TC14673	$2,115.13
70889020	04/30/2026	104207	ST ELIZABETH COMM HOSP	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	36009904214 DOS 10/04/25 B.B.	$1,519.18
70889021	04/30/2026	123088	TRITES BACKFLOW SERVICES INC	101	GENERAL FUND	1014-53230	COUNTY ADMINISTR	PROFESSIONAL/ SPECIAL SERV	$21.50
70889021	04/30/2026	123088	TRITES BACKFLOW SERVICES INC	101	GENERAL FUND	1025-53230	PURCHASING	PROFESSIONAL/ SPECIAL SERV	$4.50
70889021	04/30/2026	123088	TRITES BACKFLOW SERVICES INC	101	GENERAL FUND	1031-53230	COUNTY COUNSEL	PROFESSIONAL/ SPECIAL SERV	$8.00
70889021	04/30/2026	123088	TRITES BACKFLOW SERVICES INC	101	GENERAL FUND	1041-53230	PERSONNEL	PROFESSIONAL/ SPECIAL SERV	$6.00
70889021	04/30/2026	123088	TRITES BACKFLOW SERVICES INC	101	GENERAL FUND	1076-53230	PROPERTY PLANNIN	PROFESSIONAL/ SPECIAL SERV	$5.00
70889021	04/30/2026	123088	TRITES BACKFLOW SERVICES INC	107	RISK MANAGEMENT	1101-53230	RISK MANAGEMENT	PROFESSIONAL/ SPECIAL SERV	$5.00
70889022	04/30/2026	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	3370715	$2,533.88
70889023	04/30/2026	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2027-53120	SHERIFF	772102544-00002	$223.36
70889023	04/30/2026	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2028-53120	AUTO SHOP	772102544-00002	$41.38
70889023	04/30/2026	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2031-53120	WORK FARM	772102544-00002	$41.38

Tehama County

TEBK400 - Check Register

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70889023	04/30/2026	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2032-53120	JAIL	772102544-00002	$88.73
70889024	04/30/2026	136143	VESTIS SERVICES LLC	106	PUBLIC SAFETY	2028-53230	AUTO SHOP	176371000	$98.55
70889026	04/30/2026	113681	WORLD TELECOM INC	106	PUBLIC SAFETY	2027-53120	SHERIFF	TEHAMA CO SHERIFF	$220.00
70889027	04/30/2026	V000327	1142 LLC	112	HEALTH SERVICES	40131-53280	MENTAL HEALTH	SPECIAL DEPARTMENTAL EXP	$500.00
70889028	04/30/2026	135332	BRITTANY MILLER	106	PUBLIC SAFETY	2027-53290	SHERIFF	2026 CAPE	$283.00
70889029	04/30/2026	133625	CALIFORNIA CUSTOM POWER SPORTS	106	PUBLIC SAFETY	2024-53170	BOATING GRANTS	TEHAMA CO SHERIFF	$847.02
70889030	04/30/2026	136180	COLIN DAHLBERG	106	PUBLIC SAFETY	2027-53295	SHERIFF	VULNERABILITY ASSESSMENTS	$96.00
70889031	04/30/2026	V000972	JAMES WOOLL	106	PUBLIC SAFETY	2037-53290	PROBATION	PARKING 4/23/26	$30.00
70889032	04/30/2026	V000069	JENNIFER COONFIELD	106	PUBLIC SAFETY	2027-53290	SHERIFF	2026 CAPE	$283.00
70889033	04/30/2026	108794	POSTMASTER	108	SOCIAL SERVICES	5013-53220	SOCIAL SERVICES	BR 25-001 - 313643	$500.00
70889034	04/30/2026	108794	POSTMASTER	101	GENERAL FUND	1052-53220	ELECTIONS	BRM Permit #85814526	$1,080.00
70889036	04/30/2026	101620	STATE TREASURER	101	GENERAL FUND	2009-555210	TRIAL COURT CONT	TEHAMA COUNTY	$156,990.00
70889037	04/30/2026	101620	STATE TREASURER	101	GENERAL FUND	2009-555215	TRIAL COURT CONT	TEHAMA COUNTY	$23,122.50
70889038	04/30/2026	133407	THE EMBROIDERY SHOPPE	115	BUILDING & SAFET	2065-53110	BUILDING & SAFET	Sealed logo clothing	$311.66
70889039	04/30/2026	133407	THE EMBROIDERY SHOPPE	115	BUILDING & SAFET	2065-53110	BUILDING & SAFET	Logo clothing	$366.03

Tehama County

Agenda Request Form

File #: 26-0750 **Agenda Date:** 5/19/2026 **Agenda #:** 2.

AUDITOR'S CLAIMS

Requested Action(s)
a) Court Operations, 2017-53230, Kent Caruso, Ph. D, $800.00.

Financial Impact:
As Listed.

Background Information:
Click here to enter Background Info.

RECEIVED
APR 22 2026

COUNTY OF TEHAMA
STATE OF CALIFORNIA
CLAIM/AUTHORIZATION FOR RELEASE OF FUNDS

CLAIMANT'S NAME: KENT R. CARUSO, PH.D.
ADDRESS: P.O. BOX 994445
REDDING, CA. 96099

AUDITORS USE ONLY	
COUNTY CLAIM NO:	By
VENDOR NO: 102157	KP & VERIFIED:

(Do not address if transaction is between county departments)

DEPARTMENT USE

DEPARTMENT: Defense Counsel

PURCHASE ORDER/AGREEMENT NO:

FUND/DEPT	ACCT. NO	PROJECT NO.	ACCT. NO.	WARRANT DESRIPTIONS (25 positions)	AMOUNT
~~2065~~ 2017	~~52320~~ 53230			People vs Case Number 25CR826 4/10/26 COURT TIME/TESTIMONY ~~EXPARTE ORDER., HON. BOTTKE, JUDGE~~ ~~MENTAL HEALTH DIVERSION HEARING~~	$ 800.00

DATE	DESCRIPTION – CLAIMS MUST BE ITEMIZED AND INVOICES ATTACHED.	TOTAL ▶	$ 800.00
04/10/2026	04/10/2026 COURT & TESTIMONY (In-Person) MENTAL HEALTH DIVERSION HEARING Ex Parte - Appointment of Expert Fees		

Purchase Order Required:
- Supplies over allowed maximum
- Supplies + labor or installation charges
- One-time Services (Ins. must be on file)
- Write P.O. Number above & attach to claim

Agreement Required:
- All services except one-time
- Insurance must be on file
- Write Agreement number above

Under penalty of perjury, I certify: that the above claim, and the items and statements as herein set forth, are true and correct; that no part has been paid, and that the amount therein is lustly due, and that the same is presented within one year after the last item thereof has accrued.

AUDITOR USE ONLY

I hereby certify that the above claim was examined and approved by this office.

LEROY ANDERSON
Auditor/Controller

By _____
Deputy County Auditor

BOARD OF SUPERVISORS

Approved: Date _____

Chairman _____

FORM A-121

CLINICAL-FORENSIC PSYCHOLOGIST

CLAIMANT Kent R. Caruso, Ph.D.
KENT R. CARUSO, PH.D. 04/13/2026

I hereby certify, under penalty of perjury, that I have not violated any of the provisions of Article Four, Chapter One, Division Four, Title One of the Calif. Gov. Code. Furthermore, that the articles of services specified in the above claim were necessary and were ordered by me for use by the department and for the purpose indicated above that the articles or services have been delivered or performed as stated hereon except as otherwise indicated by me.

SIGNED _____ 4/28/2026

Department Head or Authorized Signature/Date

Tehama County

Agenda Request Form

File #: 26-0707 **Agenda Date:** 5/19/2026 **Agenda #:** 3.

FIRE

Requested Action(s)
a) Request approval and authorization to establish a Cash Change Fund in the amount of $200 for the purpose of making change for cash transactions to customers who pay various fees within the Fire Marshal's Office

Financial Impact:
$200 to establish the Cash Change Fund will be paid from an account in Fund 105 that will be established by the Auditor upon approval of this action.

Background Information:
The Fire Marshal's office has customers who prefer to pay cash for various fees (building projects, setbacks, tract maps, rezoning, fireworks permits, etc) and we do not have the ability to make change. Our two most utilized fees are $223 and $724 and most customers do not have the exact figures. To provide prompt, efficient service, we aim to assist customers even when they don't have exact figures on hand. Our goal is to eliminate unnecessary delays caused by requiring customers to leave and return with specific dollar amounts.

Tehama County

Agenda Request Form

File #: 26-0735 **Agenda Date:** 5/19/2026 **Agenda #:** 4.

DEPARTMENT OF AGRICULTURE

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Agricultural Commissioner to sign Cooperative Agreement 25-0617-016-SF with the California Department of Food and Agriculture for the provision of costs incurred relative to the detection of the European Grape Moth in an amount not to exceed $8,356.00, effective 3/1/26 and shall terminate 6/30/26

Financial Impact:
The funding to be received has been identified as revenue in the department's FY 2025-2026 budget. The funds will be deposited into account 450532.

Background Information:
The Department has historically entered into Agreements with the California Department of Agriculture to perform these services. Without an approved Agreement, the Department will not receive funding for performing work related to the detection of the European Grapevine Moth.

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev. 1/2026)

COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER
25-0617-016-SF

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME
COUNTY OF TEHAMA

2. The Agreement Term is: March 1, 2026 through June 30, 2026

3. The maximum amount of this Agreement is: $8,356.00

4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Prime Award Information Recipient and Project Information	2 Page(s)
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 Page(s)
Exhibit D: Federal Terms and Conditions	3 Page(s)

Attachments: Scope of Work and Budget

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME *(Organization's Legal Name)*
COUNTY OF TEHAMA

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
Post Office Box 38, Red Bluff, CA 96080-0038

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING
ANDREA PERKINS, SUPERVISOR I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

LB

EXHIBIT A

PRIME AWARD INFORMATION

Federal Agency:	USDA-APHIS-PPQ
Federal Award Identification Number:	Pending
Federal Award Date:	Pending
Assistance Listings Number and Name:	Pending
Amount Awarded to CDFA:	Pending
Effective Dates for CDFA:	January 1, 2026 through December 31, 2026
Federal Award to State Agency is Research & Development (Yes/No)	No

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
Recipient will complete European Grapevine Moth trapping to prevent the introduction and spread of the injurious insect that would threaten the economic importance of grapes in California.

Project Title: European Grapevine Moth Trapping (EGVM)

2.The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Joanna Fisher	Name:	Tom Moss
Division/Branch:	PHPPS / Pest Detection, Emergency Projects	Organization:	County of Tehama
Address:	1220 N Street	Address:	Post Office Box 38
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Red Bluff, CA 96080-0038
Phone:	916-202-0879	Phone:	530-527-4504
Email Address:	Joanna.Fisher@cdfa.ca.gov	Email Address:	tmoss@tehama.gov

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**
Name:	Moosa Anwer	Name:
Division/Branch:	PHPPS / Pest Detection, Emergency Projects	Organization:
Address:	1220 N Street	Address:
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:
Phone:	916-539-8300	Phone:
Email Address:	Moosa.Anwer@cdfa.ca.gov	Email Address:

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

4. **RECIPIENT: Please check appropriate box below:**
   Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

   This award ☐ does ☒ does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Approval**
   This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. **Agreement Execution**
   Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. **Assignment**
   This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. **Governing Law**
   This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. **State and Federal Law**
   It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. **Recipient Commitments**
   The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. **Performance and Assurances**
   The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. **Mutual Liability**
   Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. **Unenforceable Provision**
   In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provision*s* of the Fair Employment and Housing Act (Government Code section 12990 *et seq*.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 10000 *et seq*.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach. If the breach is not cured to the satisfaction of the non-breaching party, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations. Timelines associated with notice and curing of material breaches shall be consistent with the timelines outlined in paragraph 17.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breaching party has thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the non-breaching party may take the following respective actions:

A. CDFA may suspend payments;
B. CDFA may demand repayment of all funding;
C. Either party may terminate the Agreement
D. CDFA may debar Recipient; or
E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure

and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

18. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

19. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

22. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

23. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

24. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. To the extent allowed by law, CDFA determines whether

the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

25. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

26. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT C
PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.

C. Unless stated in the Scope of Work, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.

D. Unless stated in the Scope of Work, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked “Final Invoice” thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.

B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS’s website regardless of funding source/type.

C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).

D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.

E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

The Recipient and recipients of any subawards under this award, agree to comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including but not limited to 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable federal regulations.

1. Civil Rights

The Recipient must comply with civil rights and nondiscrimination standards pursuant to the following:

A. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
B. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
C. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
D. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
E. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
F. Executive Order (EO) 11246; and
G. Americans with Disabilities Act, (PL 101-366).

2. Labor Standards

The Recipient must comply with labor standards pursuant to the following:

A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
C. Contract Work Hours and Safety Standards Act, 40 USC 3701, as implemented at 29 CFR Part 5.

3. Environmental Standards

The Recipient must comply with environmental standards pursuant to the following:

A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and EO 11514 as implemented at 7 CFR Part 1b;
B. Notification of violating facilities pursuant to EO 11738;
C. Protection of wetlands pursuant to EO 11990;
D. Evaluation of flood hazards in floodplains in accordance with EO 11988;
E. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 *et seq*.);
F. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 USC §§7401 *et seq*.);
G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and,
H. Protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).

4. Drug-Free Environment

The Recipient must comply with drug-free environment standards pursuant to §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 2 CFR 421.

5. Restrictions on Lobbying and Political Activities

The Recipient must comply with lobbying restriction standards pursuant to the Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 2 CFR 418.

6. Officials Not to Benefit

The Recipient must ensure that no member of Congress be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 USC 22.

7. Trafficking in Persons

The Recipient must comply with the provisions in 2 CFR Part 175, prohibiting trafficking in persons.

8. Intergovernmental Review

The Recipient must comply with intergovernmental review standards pursuant to the following:

A. Executive Order 12372, as implemented at 2 CFR 415; and
B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

9. Confidentiality

The Recipient must comply with confidentiality standards pursuant to the following:

A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 1; and
B. Privacy Act, 5 USC 552 (a).

10. Conservation in Procurement

The Recipient must comply with procurement standards pursuant to the Resource Conservation and Recovery Act, 42 USC 6962 and EO 12873, as implemented at 40 CFR Part 247.

11. Debarment, Suspension, Criminal or Civil Convictions

The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at 2 CFR 180 and 2 CFR 417.

The Recipient must provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances and must require recipients of lower-tier covered transactions under this Agreement to similarly certify pursuant to EO 12549, as implemented by 2 CFR 180 and 2 CFR 417.

See www.sam.gov to determine debarment and suspension status.

12. Crimes and Prohibited Activities

The Recipient must comply with crimes and prohibited activities standards pursuant to the following:

A. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
B. False Claims Act, 31 USC 3729; and
C. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

13. Biosafety in Laboratories

The Recipient must comply with laboratory biosafety standards pursuant to the following the *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

14. Conflicts of Interest

The Recipient must comply with the conflict of interest standards pursuant to 2 CFR 400.2.

15. Inventions, Patents, Copyrights and Project Results

A. The Recipient must comply with invention and patent standards pursuant to the following:
   1. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401 (Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000) to ensure that inventions made are used in a manner to promote free competition and enterprise without unduly encumbering future research and discovery.
   2. The Plant Variety Protection Act, 7 USC 2321 *et seq*.

B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:
   1. Reports all subject inventions to CDFA;
   2. Makes efforts to commercialize the subject invention through patent or licensing;
   3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
   4. Formally grants the Federal government and CDFA a limited use license to the subject invention.

C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.

D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

16. Care and Use of Laboratory Animals

The Recipient must comply with the care and use of laboratory animal standards pursuant to the following:

A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR, Sub Chapter A, Parts 1-4; and
B. Marine Mammal Protection Act, 16 USC 1361-1407.

17. Fly America Act

The Recipient must comply with the Fly America Act (49 USC 40118) as implemented at 41 CFR 301-10.131 to 301-10.143.

18. Motor Vehicle Safety

The Recipient must comply with seat belt use standards pursuant to the following:

A. Highway Safety Act of 1966 as amended (23 USC 402-403);
B. Occupational Safety and Health Act of 1970 as amended (29 USC 668);
C. Federal Property and Administrative Services Act of 1949 as amended (40 USC §101 *et seq*.)
D. Increasing Seat Belt Use in the United States (EO 13043).
E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

19. Records Retention and Accessibility

The Recipient and its contractors must comply with the procedures and requirements regarding record retention and accessibility as contained in 2 CFR 200.333 – 200.337.

20. All Other Federal Laws

The Recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SCOPE OF WORK

AGREEMENT SPECIFICATIONS FOR STATE-COUNTY EUROPEAN GRAPEVINE MOTH DETECTION TRAPPING

Fiscal Year 2025-26

Effective Agreement Period: March 1, 2026 through June 30, 2026

European Grapevine Moth Agreement Attachments Index:

1. Attachment A – Financial Plans
2. Attachment B – Trapping Guidelines
3. Attachment C – PEIR Management Practices and Mitigation Measures for Trapping
4. Attachment D – Tiering Strategy Checklist
5. Attachment E – Invoice Template

I. The California Department of Food and Agriculture (CDFA) shall:

1. Provide the attachments for the Financial Plans, Trapping Guidelines, PEIR Management Practices and Mitigation Measures for Trapping, Tiering Strategy Checklist, and Invoice templates following CDFA form instructions.

2. Provide all trapping materials, such as traps, lures and handouts.

3. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.

4. Provide county trappers with copies of the CDFA Insect Trapping Guide (ITG) and the European Grapevine Moth (EGVM) Trapping Guidelines FY 2025-26 (EGVMTG). The current version of the ITG is on the CDFA website at: www.cdfa.ca.gov/go/ITG, and the EGVMTG is provided along with this agreement.

5. Provide annual training programs for county trapping supervisors and trappers.

6. May provide quality control (QC) of the county trapping program via inspections and QC plants.

7. Provide training on management practices as they relate to CDFA's Statewide Pest Prevention Program Final Programmatic Environmental Impact Report (PEIR) at least one week prior to any covered activity occurring. The PEIR is available in its entirety at http://www.cdfa.ca.gov/plant/peir/.

II. The County Agricultural Commissioner shall:

1. Hire and/or train personnel.

2. Provide and maintain trapping vehicles.

3. Purchase supplies such as zip lock bags, Sharpie markers, paper clips, etc.

4. Ensure that supervisors and trapping personnel attend training provided by the CDFA District Entomologist.

5. Ensure that all trapping activities conform to the current version of the ITG and to the EGVMTG.

    a. Ensure that a copy of the current versions of the ITG and the EGVMTG are kept in each trapper's vehicle for reference.
    b. Should there be a discrepancy between the ITG and the EGVMTG, the EGVMTG shall supersede the ITG.

6. Place and service the specified number of traps as indicated on the Financial Plan.

7. Service the traps every two weeks, unless directed otherwise.

8. Ensure that all traps are properly identified with a unique trap number and accurately reflect servicing, baiting and rebaiting dates. The unique trap numbering system is based upon the Statewide Trapping Grid. Links to the Map Books and GIS layers are at http://maps.cdfa.ca.gov/TrapBooks.

    a. The naming convention for the grid system is alphanumeric. Columns are Alpha (A – UW) and rows are Numeric (001 – 656). The grid name is the combination of column and row names. Naming starts in the northwest corner of the state and runs through the southeast. The remainder of the trap number consists of the quint or subgrid, trap type, and an intra-quint or intra-subgrid designation if more than one trap of that type is present or it is needed to track a trap that moves between quints. For example, trap EV241-8-EG1 is in grid EV241, subgrid 8, trap type is European grapevine moth (EG), and it is designated as number “1” EG trap within that subgrid (applicable only if more than one trap of the same type is in a subgrid).
    b. Ensure that the unique trap number is placed properly on the outside of all traps, along with accurate placement, servicing, baiting, and rebaiting dates, and the trapper’s initials for each activity.

9. Ensure that all sites are GPS'd using Datum NAD83 in decimal degrees to 6 decimal points (e.g., 34.423301, – 119.825056). Record GPS reading on the trap data card or electronically. New GPS points must be recorded for traps if they are relocated.

10. Ensure that all traps removed from the field are screened for EGVM suspects a second time at the trapping office by a supervisor or other qualified staff before disposal.

11. Participate in new delimitation activities if requested to do so by the CDFA.

12. Ensure that all activities are performed following CDFA's management practices and any necessary mitigation measures as required and consistent with CDFA's PEIR. A summarized list of pertinent practices and measures, PEIR Management Practices (MP) and Mitigation Measures (MM) for Trapping, is available from the CDFA District Entomologist. A Tiering Checklist must be completed prior to conducting trapping activities. A Checklist template is provided along with this agreement, which is to be completed and submitted to the Pest Detection/Emergency Projects Branch County Contracts Coordinator (CCC) cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov When the agreement ends, the county signs and dates a copy of the Checklist and sends that copy to the CCC to signify that the PEIR requirements were implemented. A blank Checklist and detailed descriptions of the CDFA's management practices and mitigation measures are found in PEIR Appendix C (PEIR, Appendix C, at http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-3_Appendices_B-G.pdf), Mitigation Reporting Program at http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-4_Appendices_H-P.pdf, and Findings of Fact at https://www.cdfa.ca.gov/plant/peir/docs/final/Findings-of-Fact-and-Overriding-Considerations.pdf.

13. Ensure that trap data is entered into the United States Department of Agriculture (USDA) approved Excel spreadsheet and uploaded to the PD/EP EGVM data SharePoint site https://cdfao365.sharepoint.com/sites/EGVMDataSharing

14. Maintain a Daily Trapping Summary (DTS) (Form 60-210) for each trapper. This form must be completed daily, signed by the individual who performed the work and submitted to the trapping supervisor. The current DTS (i.e., the DTS completed the day prior to a QC inspection) must be available for immediate review by the CDFA District Entomologist or designee conducting the QC inspection. All DTS forms must be kept on file, for the CDFA Audits Office, for three years. This form is available from the District Entomologist.

15. Provide one set of trapping records for all traps. This set, in the form of either the "Trap Book" or electronic records, shall indicate the exact trap location using a site map and all information regarding trap placement, servicing, baiting, relocation and removal.

16. Maintain an inventory of known host sites. The inventory shall be organized by square mile, contain the addresses of host properties traceable to the nearest cross street, and indicate all known hosts on that property. The inventory shall be updated yearly. Electronic records or the multiple trap card system will suffice for this inventory. This inventory must be available for the trapper to use in the field daily.

17. Allow CDFA detection personnel and/or USDA officers to perform quality control inspections on all EGVM trap lines with a 48-hour notice.

18. Allow CDFA detection personnel and/or USDA officers to accompany trappers and/or supervisors in the field on a 48-hour notice. This will be credited as field training for county personnel.

19. Provide vehicle accountability in the form of a log to include vehicle license plate number (or other identifying number), dates vehicle used on the EGVM project, daily mileage, and employee name.

20. Submit EGVM samples to the Plant Pest Diagnostics Laboratory in Sacramento via the most expeditious method. See **Submitting Specimens for Identification** in the EGVMTG for more information.

21. Complete a monthly Pest Detection Report 1 online, documenting all traps deployed, added, removed, and serviced during the month. A servicing is an inspection of the trap for the presence of the target pest. Relocations are considered trap servicing's. Do not count trap relocations as "removed" and then "added." The form must be filled out and submitted online prior to submitting the monthly invoice. The Report 1 is found at: https://secure.cdfa.ca.gov/egov/crs/login.aspx.

22. Submit invoices monthly by e-mail to the CCC.

    a. Submit monthly invoices no later than 30 days past the end of the month in which the invoiced activity occurred. The subject line of the email must contain the county name. Submit invoices to cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov

b. Ensure the corresponding Report 1 is submitted online prior to submitting the invoice. Reimbursement will not occur unless the trapping Report 1 is submitted online at https://secure.cdfa.ca.gov/egov/crs/login.aspx.

c. Payment of the invoice is contingent upon compliance with the required information as listed in item 2.24.c.

d. If the invoice carries a signature block, the block must be signed. Invoices with blank signature blocks cannot be processed.

e. Only authorized charges matching the Financial Plan will be reimbursed, for example hourly rates, overhead, supplies, vehicle mileage costs, etc. These expenditures must be itemized on the invoice with documentation to support the charges in the event of an audit (federal or state). Any expenditure that is not listed in the Financial Plan is considered unauthorized and cannot be reimbursed.

f. The Invoice template provided with the county cooperative agreement must be used and must contain the following:

   i. County name
   ii. Remit to address
   iii. Date of submittal
   iv. Invoice number
   v. Agreement name
   vi. Agreement number
   vii. Billing period
   viii. If revised, include the date invoice was submitted
   ix. Employee name (or other unique identifying number), classification, hours worked on the pest detection program, hourly rate, benefit rate. NOTE: The number of hours worked claimed on the invoice must match those documented on the Report 1.
   x. Number of vehicles, ownership of the vehicle (such as county, state, or leased), allowable mileage rate for the vehicle.
   xi. Invoices must be named following the standard convention detailed below:

      County Name, last three # digits on your Agreement #, Month of Services, Year of Service, Program Activity (EGVM).

      Example: Tulare001JUN25EGVM

g. All invoices, including any amendments, must be received within 30 days of the expiration date of the agreement. Invoices received more than 30 days after expiration of the agreement will not be paid.

h. Please submit the invoice as a PDF file, making sure the file does not have dark highlights. A low resolution PDF file or dark highlights may make the numbers illegible and the invoice unacceptable to the CDFA Financial Services Branch.

i. Payment will be made monthly, in arrears, upon receipt of the Report 1 and approval of invoice.

j. Please note that CDFA cannot reimburse for more than the total agreement amount. However, continue to send monthly invoices even if agreement funds are depleted, as this can be useful information for future budget allocations.

Attachment A

County Trapping Financial Plan
European Grapevine Moth (EGVM)
FY 2025/2026
March 1, 2026 - June 30, 2026
Tehama County

Personnel Services

	# of Traps		Servicings/ Trap		Servicings		Average Traps Serviced/Hour		Hours	Billable Hours
Detection Trapping	17	x	8.67	=	**147**	÷	2	=	**73.70**	**82**
Non-Detection Trapping Hours *(Total hours pulled from Personnel Cost Work Sheet)*										**11**
									Total Hours:	**93**
									Subtotal Personnel Cost:	**$5,708.46**
									Overhead: 25%	**$1,427.12**
									FY25-26 Total Personnel Cost:	**$7,135.58**

Operating Expenses

Travel	**$0.00**
Printing	**$0.00**
Postage/Freight	**$0.00**
Miscellaneous Field Supplies	**$0.00**
Miscellaneous Office Supplies	**$0.00**
Contractual Costs *(if any)*	**$0.00**
Total Operating Expense Cost:	**$0.00**

Mileage

	# of Vehicles	Est. Miles	Mileage Rates	Total Mileage Cost
County Vehicles	1.0	1,743.0	0.700	**$1,220.10**
State Vehicles	0.0	0.0	0.000	**$0.00**
			Leased Vehicles Total Cost:	**$0.00**
			Total Mileage Cost:	**$1,220.10**

Mar 2026 - Jun 2026 Total Cost	**$8,356.00**
Amount CDFA Will Reimburse:	**$8,356.00**

EGVM TRAPPING SEASON						
2026				2025		
March	**April**	**May**	**June**	**July**	**August**	
Weekly Servicings		Biweekly servicings		Monthly servicings (place or remove)		

COMMENT: Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time alloted for data entry, traking gps coordinates, and weekly reporting.

County Trapping Personnel Cost Work Sheet
European Grapevine Moth (EGVM) Program
FY 2025/2026 - AMENDMENT
March 1, 2026 - June 30, 2026
Tehama County

Personnel Costs					
Position Title	**Hourly Wage**	**Hourly Benefit Amount**	**Total Hourly Rate**	**Total Billable Hours to be Worked**	**Total Cost**
Detection Positions					
Ag Bio II D	$39.98	$28.85	$68.83	8.00	$550.64
Ag Bio I A	$31.29	$22.58	$53.87	20.00	$1,077.40
Ag Bio I D	$36.22	$26.14	$62.36	46.00	$2,868.56
Ag Bio Aide	$25.68	$18.53	$44.21	8.00	$353.68
			Detection Total:	**82.00**	**$4,850.28**
			Billable Detection Hours:	**82.00**	
Non-Detection Positions					
Office Assistant III	$30.39	$21.93	$52.32	5.00	$261.60
Deputy Commissioner	$53.82	$38.84	$92.66	4.00	$370.64
Assistant Commissioner	$65.62	$47.35	$112.97	2.00	$225.94
			Non-Detection Total:	**11.00**	**$858.18**
				Mar 2026 - Jun 2026 Total Personnel Cost:	**$5,708.46**

Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

EUROPEAN GRAPEVINE MOTH (EGVM) TRAPPING GUIDELINES

Fiscal Year 2025-26

1. Eligible Counties - Any county with commercial grape acreage that has previously been in the EGVM program.

2. General Trapping Instructions - Conduct trapping as per the Insect Trapping Guide (ITG), available at www.cdfa.ca.gov/go/ITG, and as outlined below. Should a conflict arise between the ITG and an item in these Guidelines, these Guidelines take precedence.

3. Trap - The trap consists of three parts: the red delta trap body (red is not attractive to honeybees), lure (rubber septum) and the trap hanger or zip tie.

4. Attractant - The attractant for EGVM is a male sex pheromone. This lure acts primarily as a male attractant. The lure does not contain any insecticide.

5. Trap Assembly and Numbering

    a. The county will receive unassembled traps which they will need to assemble. The lure will be placed inside the trap by the trapper.
    b. Write the trap number and date of deployment on the trap body prior to placing the trap.
    c. Trap numbers for EGVM will include the five-digit alpha-numeric grid number, subgrid designation, the identifying letters “EG.”, and trap number within the subgrid (if applicable). For example: EV241-8-EG1.
    d. To prevent contamination of other surfaces, avoid direct contact with the pheromone lure or the inside surface of the pouch.
    e. Open the lure pouch; squeeze the lure directly into the trap, securing it onto the stickum on the bottom of the trap or use forceps to place it. Discard the empty packet in a manner approved by the trapping office.
    f. Do not dispose of lures or lure packages in the field. All trapping materials are to be disposed of at the inspector’s field station.

6. Trapping Season - Deployment should be completed by March 15th, or as soon as weather permits after that date.

7. Hosts to be Trapped - Grapes.

8. Density

a. Prioritize trap placement in vineyards near high-risk locations, including: grape crush facilities, grape packing houses, grape processing facilities, grape stock nurseries, fresh grape or grape stock importing facilities and nurseries with other EGVM hosts.
b. Place up to 25 traps per square mile (1 trap per 25.6 acres).
c. In square miles with a mix of vineyards and non-vineyards, the number of traps deployed in the vineyards is prorated based on the equivalent density of commercial grape acreage in that square mile.
d. Lower-risk grids may be left untrapped or trapped at a reduced density at the Commissioner's discretion in consultation with the District Entomologist. Grids with or near high-risk locations should continue to be trapped at 25 traps per square mile if possible.

9. Trapping Locations

a. Place traps in commercial grape vineyards.
b. Use a 5x5 subgrid overlay, placing up to one trap per subgrid.
c. For vineyards where the shortest dimension of the vineyard (width or length) is more than 1066 feet (325 meters), place the traps within the vineyard in order to space them as uniformly as possible within the square mile.
d. If possible, place at least one trap in all vineyards within 300 meters of any grape processing facilities, even if this results in more than one trap per subgrid.

10. Trap Placement

a. Vineyards – Place traps at the end of the rows of the major vineyard throughways, preferably at canopy height. Hang them from the vine support wires using zip ties or support poles away from the branches of the vines (unobstructed). As the vine grows, move the trap up higher so that it is in proximity of the flowers and fruit. It is also acceptable to hang the trap from metal Japanese beetle trap poles or from the branches of the vines. Avoid hanging any trap from small branches or cordons to minimize trap loss due to harvest, maintenance, pruning, or vine growth.
b. In rare cases, where access to a vineyard cannot be obtained but it is deemed necessary to trap that vineyard, proximity trapping may be used. That is, the trap may be placed on a non-host or other structure outside the vineyard, but it must be no more than 20 feet from a vine.
c. Priority should be given to areas within 300 meters of grape processing facilities (e.g., wineries).
d. Ensure traps are at least 20 meters (65 feet) from any other trap that contains a pheromone lure for a different moth target species.
e. Place traps in open spaces, unobstructed by branches or leaves. Align traps so that they are parallel to the vine row.
f. Open the ends of the trap. The openings must be free from obstructions; this will allow airflow and dispersal of the pheromone.

g. GPS the site and enter the data onto the trap card, for entry into PD/EP EGVM data SharePoint site (see below).

11. Inspection Frequency - Service the traps every two weeks, unless directed otherwise. If pesticide treatments or other factors in the vineyard preclude servicing a trap, document the missed servicing in both the trap book and IPHIS.

12. Baiting Interval - Replace the lure every four weeks. Old lures can be left in the trap until the trap is replaced, if they are not unduly obstructing access to the sticky surface.

13. Trap Replacement

    a. It is recommended that traps be replaced at eight weeks under normal conditions. However, traps should be replaced earlier if dust, plant debris, or an excessive number of trapped non-target insects reduces the ability of trap to capture EGVM or inhibits the ability to screen for suspect EGVM.
    b. Zip ties used to hang the traps should be reused, if not damaged.

14. Relocation

    a. Do not relocate traps unless access to the trap is impaired for more than one servicing.
    b. As the vines grow, move traps to the upper third of the vine, as practical
    c. Follow all pesticide regulations before entering a vineyard that has been treated.
    d. If a trap is relocated, GPS the new site and enter the data into the PD/EP EGVM data SharePoint site.
    e. When relocating, always use a new trap.

15. Data Entry: PD/EP EGVM data SharePoint site
    Trap data must be entered into the PD/EP EGVM data SharePoint site. Counties must submit their data once a year at the end of each trapping season using PD/EP's EGVM data SharePoint site:
    https://cdfao365.sharepoint.com/sites/EGVMDataSharing

    Data Entry into the PD/EP EGVM data Sharepoint site:
    a. All sites trapped must be geocoded using Datum NAD83 in decimal degrees to 6 decimal points (e.g., 34.423314, –119.825056). If there are more than six digits, please truncate the figures (do not round up or down). The minimum information recorded in the global positioning system (GPS) unit is trap number, placement date, and degree decimal waypoint reading. New GPS points must be recorded if EGVM traps are relocated.
    b. New GPS values must be taken and recorded for each calendar year. Do not re-use the GPS coordinates from the prior calendar year even if the trap site is utilizing a previously used map and trap card. Counties must enter data into the

USDA's approved Excel template available at https://cdfao365.sharepoint.com/sites/EGVMDataSharing

c. This Excel template will need to be uploaded by county staff to their county's EGVM data folder on the PD/EP's EGVM data SharePoint site. All of the information and files needed for this process are available on the site. This includes the USDA approved EGVM data Excel template, instructions for uploading and submitting the data and contact information for additional assistance.

16. Maps - Counties must use maps. If counties use maps, these maps need to display the square mile grid and appropriate subgrids as determined by the California Department of Food and Agriculture (CDFA). If needed, maps or the geographic information system (GIS) layers will be provided. If the county has the ability to produce these, verify the accuracy with the CDFA before use.

17. Trap Double-Screening - All traps inspected and removed from the field shall be screened for EGVM suspects a second time at the trapping office by a supervisor or other qualified staff before disposal.

18. Submitting Specimens for Identification

    a. The entire trap containing the suspect moth should be collected and returned to the office for supervisory inspection. Before leaving the site, replace the old trap with a new one.
    b. The trapping supervisor should contact the District Entomologist when suspect moths are discovered. Send suspect specimens to Sacramento by the quickest means possible.
    c. Submit the entire trap, leaving the suspect moth in the trap, for identification to the CDFA Plant Pest Diagnostics Laboratory, 3294 Meadowview Road, Sacramento. If the suspect moth is alive in the trap, place the trap in the freezer for at least one hour to kill the moth. Do not send live specimens!
    d. All suspect specimens should be submitted along with Form 65-020, the electronic version of the Pest and Damage Report (e-PDR). The website for the e-PDR is http://phpps.cdfa.ca.gov. Persons completing this form will need a username and a password.
    e. Notify Evonne Fell (evonne.fell@cdfa.ca.gov) via email upon all submissions. Include the e-PDR number in this communication.

PEIR Management Practices (MP) and Mitigation Measures (MM) For Trapping

MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities.

- Use dedicated specific equipment for specific products when appropriate.
- Ensure equipment is cleaned properly per the manufacturer's specifications and any pesticide label directions.

MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions.

- Comply with Pesticide label.
- Be aware of any regulations or internal procedures before application.
- Use appropriate application methods and rates.
- Mix and load chemicals in areas where spills can be contained. Limit mixing and loading in the field.

MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions.

- Rinse equipment according to manufacturer's label instructions.
- Discharge rinse water only in areas that are part of the application site or at a certified waste treatment facility.
- Dispose of surplus chemicals and containers according to label instructions.

MP-SPRAY-7: Follow appropriate product storage procedures.

- Ensure proper storage of all pesticides per label instructions.
- Ensure all pesticides removed from their original container are properly sealed for use within a service container.
- Seal all service containers within a tool box.
- Lock tool boxes when unattended.

MP-GROUND-3: Train personnel in proper use of pesticides.

- Conduct training for personnel in the safe and proper mixing, loading, and application of pesticides, in compliance with both federal and State pesticide regulations and the product label.

MP-HAZ-1: Implement a Spill Contingency Plan.

- Contain spill immediately to minimize the risk of further pesticide exposure to people, animals, and the environment.
- Be prepared to respond to pesticide spills.
- Provide clean-up of small spills (50 gallons or less) and properly dispose of residual materials. For larger spills notify the Chemical Transportation Emergency Center at 800-424-9300.
- Follow instructions for First Aid Measures as listed on the Material Safety Data Sheet.
- Call an ambulance in the event of a spill involving severe personal injury.
- Remove anyone exposed to pesticides to a safe location. If applicable, remove their clothing and wash contaminated skin with soap and water.
- Do not move a seriously injured person unless it is absolutely essential because of the risk of further injury.
- Do not leave injured or incapacitated persons until proper medical assistance

arrives.

- Provide a pesticide label and/or material safety data sheet for medical personnel.
- For any spill incident, contact the California State Warning Center/Governor's Office of Emergency Services at 916-845- 8911 or warning.center@oes.ca.gov.
- Call the fire department and notify department personnel of the presence of pesticides for a spill involving fire, if a fire hazard exists. Eliminate all sources of ignition (electric motors, gasoline engines, or smoking) to prevent fire or explosion.
- Contact the California Highway Patrol by calling 911 for a spill occurring on a highway.
- Call local police or the county sheriff for a spill occurring off-road.
- For minor spills of 50 gallons or less:
  - Wear rubber boots, coveralls, rubber gloves, and eye protection.
  - Confine the leak or spill to the smallest area possible by using natural terrain, soil, or absorbent material.
  - Shovel contaminated material into a leak-proof container.
  - Do not hose down the area.
  - Work carefully and safely; do not hurry.
  - Dispose contaminated material in the same manner as for excess pesticides or hazardous wastes.
- For major spills of 50 gallons or more:
  - Follow the steps listed for all above and include the additional number below.
  - If the spill is too big, or uncertainty exists as to the appropriate action, notify the Chemical Transportation Emergency Center at 800-424-9300.

MP-HAZ-2: Use a safety and cleanup materials checklist.

- Follow a checklist for safety and cleanup materials to accompany mixing-loading vehicles during treatment activities, which should include the following:
  - For Safety: a first-aid kit; a fire extinguisher (516, type A-B-C), and goggles.
  - For Clean-up: one shovel, large heavy-duty plastic bags, rubber boots, disposable coveralls, water, rubber gloves, a broom and dust pan, liquid detergent, several bags of "kitty litter" or other absorbent materials.

MP-HAZ-3: Implement decontamination.

- Decontaminate paved surfaces per site specific protocols and Accidental Release Measures on the Material Safety Data Sheet.
- Shovel contaminated material into a leak-proof metal drum for final disposal.

MP-HAZ-4: Follow appropriate disposal procedures.

- Dispose all materials that have been contaminated by spillage or exposed to large volumes of pesticides, including cloth, soil, and wood that cannot be decontaminated, in the same manner as done for excess pesticides.
- Store contaminated absorbent material and materials that cannot be decontaminated in a leak-proof container and dispose the container at a Class I

landfill.

Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure.

- Before conducting any activities under the Proposed Program, CDFA staff (or the entity conducting the activity) shall determine whether the potential exists for the activity, based on its characteristics and location, to result in exposure to existing sites of hazardous materials contamination.

Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site.

- If exposure to hazardous materials contamination is determined to be a possibility, before conducting the activity under the Proposed Program, CDFA staff (or the entity conducting the activity) shall search the EnviroStor database to identify any area that may be on sites containing known hazardous materials. If hazardous sites are encountered, CDFA shall coordinate with the property owners and/or site managers, and regulatory agencies with jurisdiction over these sites for proper protocols to follow to protect worker health and safety. At a minimum, these protocols shall ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.

Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks.

- In the event that during the activity, previously unknown hazardous materials not related to the Proposed Program are encountered that may pose a health risk to those implementing Proposed Program activities, all activities will stop and CDFA (or the entity conducting the activity) shall consult the landowner and appropriate agencies to determine the extent of the hazardous material and determine what safety protocols need to be implemented to continue Proposed Program activities. At a minimum, these protocols will ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.

Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices.

- CDFA shall continue to work with CDPR and CACs to conduct public information sessions in the local communities where Proposed Program chemical management activities are proposed to be conducted. The focus will be on educating residents whose properties are being treated or who live in proximity to areas being treated on MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. As necessary, sessions will be conducted or translated in a language understood by the target audience, such as Spanish.

Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides.

- CDFA shall continue training sessions for its staff and contractors regarding safe pesticide handling and application.

- In addition, for quarantine areas, CDFA shall include materials in its compliance agreements with regulated entities (e.g., growers) with information for pesticide applicators and agricultural workers regarding MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. A regulated entity is defined as someone who has to comply with the quarantine requirements in order to move their products outside of the regulated area. This may include but not be limited to growers, nurseries, and commodity shippers. The compliance agreements will require that regulated entities distribute these materials to applicators and workers.
- As necessary, all materials will be presented in a language understood by the target audience, such as Spanish.

Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios.

- CDFA shall require Proposed Program staff and contractors to conduct chemical applications in a manner consistent with the Proposed Program's authorized chemical application scenarios, resulting in acceptable human health risk as described in Chapter 2, Proposed Program Description and the HHRA (Appendix B). Deviations from the authorized chemical application scenarios may be allowed if:
    - An evaluation is conducted pursuant to the CEQA Tiering Strategy (Appendix C), which concludes that the alternative scenario will not exceed the level of concern for any receptor; or
    - A certified industrial hygienist concludes that the alternative scenario will not result in risk exceeding the level of concern for any potential receptor, and the scenario is implemented by a licensed or certified applicator. This conclusion may be based on site-specific factors that minimize potential for exposure, absence of a particular receptor, use of additional or different PPE, or monitoring of the exposure, such as regular blood tests to ensure blood concentrations in the exposed individuals are below the risk threshold.
    - The results of the evaluation or hygienist's conclusions will be documented, along with any monitoring results.
    - CDFA will conduct training for its staff and contractors on these approaches. CDFA also will require adherence to these scenarios by including requirements in contractual agreements, such as compliance agreements (for quarantines), permits (e.g., for movement of certain materials outside quarantine areas), contracts (e.g., with CDFA contractors), or other similar means.

Attachment D - Tiering Strategy Checklist

Start Date:	3/1/2026
Project Leader:	Thomas Moss
Description of Activity:	European grapevine moth traps (contain sex pheromone) hung in or near host plants during the prescribed season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	European grapevine moth trapping is conducted within the whole of Tehama County. Property types are various (residential, agricultural, mixed use, undeveloped) and have European grapevine moth host plants on or near them.

Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect European grapevine moth.
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.14

Part B

	Check Applicable Requirements
General Requirements	
Conduct activity as described in Chapters 2 and 3 of PEIR	✓
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine	
Activity Site Specific Review	

Database	Date Reviewed	Mitigation If Any
California Natural Diversity Database	N/A	
303(d) List of Impaired Waters	N/A	
EnviroStor Hazardous Site	N/A	

	Check Applicable Requirements
Management Practices	
MP-SPRAY-1: Conduct a Site Assessment	
MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	✓
MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions	✓
MP-SPRAY-4: Apply chemicals only under favorable weather conditions	
MP-SPRAY-5: Follow integrated pest management and drift reduction techniques	
MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions	✓
MP-SPRAY-7: Follow appropriate product storage procedures	✓
MP-AERIAL-1: Use appropriate aerial spray treatment procedures	
MP-GROUND-1: Follow appropriate ground-rig foliar treatment procedures	
MP-GROUND-2: Follow appropriate low-pressure backpack treatment procedures	
MP-GROUND-3: Train personnel in proper use of pesticides	✓
MP-GROUND-4: Enforce runoff and drift prevention	
MP-HAZ-1: Implement a Spill Contingency Plan	✓
MP-HAZ-2: Use safety and cleanup materials checklist	✓
MP-HAZ-3: Implement decontamination	✓
MP-HAZ-4: Follow appropriate disposal procedures	✓
Mitigation Measures	
Mitigation Measure BIO-CHEM-2: CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	
Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure	✓
Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site	✓
Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks	✓
Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices	✓
Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	✓
Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	✓
Mitigation Measure NOISE-PHYS-1: Conduct Activities during the Daytime	
Mitigation Measure WQ-CHEM-2: Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	
Mitigation Measure WQ-CHEM-5: Require Implementation of Proposed Program MPs as Part of Compliance Agreements	
Mitigation Measure WQ-CUM-1: Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	

Part C

	Y/N	Justification/Rationale
Step 1		
Is the Activity substantially similar to that considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a management practice that was not included in the PEIR is being considered, would it be equivalent or more effective to the management practice originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a mitigation measure that was not included in the PEIR is being considered, would it be equivalent or more effective to the mitigation measure originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
Would the activity result in potentially significant impacts which were not considered in the PEIR, not considered to be significant in the PEIR, or would be substantially more significant than disclosed in the PEIR?		(If yes go to Step 3, if no go to Step 2)
Step 2	Attach supporting documentation for determination, and CEQA Addendum, as applicable	
Step 3	Attach tiered CEQA document, and identify additional requirements from that document	

Confirmation of Implementation (following completion of activity)	
Project Leader Name:	Thomas Moss
Signature*:	
End Date:	6/30/2026

*This signature confirms that all applicable requirements identified on this checklist and related documentation has been properly implemented.

COUNTY LETTERHEAD

Invoice Month/Year: _____

SUBMIT MONTHLY TO: cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES
Pest Detection Emergency Projects Branch
European Grapevine Moth Program (EGVM)
1220 N STREET
SACRAMENTO CA 95814

REMIT PAYMENT TO: (County Address)

Accounting use only:

Agreement/Program Name:	
Agreement Number:	
Agreement Amount:	

For State Use Only

Accounting use only:

Date:		
County:		
Amount Billed to Date:		
Invoice #		
Revision Date:		
Billing Period:	**From:**	**To:**

EGVM Costs

	Total Hours	**Total Costs**
Personnel Expenses		
Detection Activities	0.00	$ -
Non-Detection Activities	0.00	$ -
Indirect Rate	25%	$ -
Operating Expenses		$ -
Sub-Contracting Expenses		$ -
Mileage Expenses		$ -
Grand Total	**0.00**	**$ -**

Mileage Expense Breakout	**Total Miles**	**Rate**	**Total Cost**
County Vehicles	0.00	0.000	$0.00
State Vehicles	0.00	0.000	$0.00
Rental Vehicles	0.00	0.000	$0.00
	Total Mileage Expenses:		**$0.00**

COMMENTS:

E-Contract Review
Approval as to Form

Department Name: County of Tehama – Agricultural Commissioner

Vendor Name: CDFA

Document Description: European Grapevine Moth Trapping Cooperative Agreement

APPROVED AS TO FORM:

Date: 3/4/26

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

Tehama County

Agenda Request Form

File #: 26-0444 **Agenda Date:** 5/19/2026 **Agenda #:** 5.

SOCIAL SERVICES

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Social Services Director or Designee to sign the Agreement with California State Polytechnic University, Humboldt, for the purpose of providing social work students intern experience with Tehama County Social Services, effective 7/1/26, and shall terminate 6/30/31

Financial Impact:
There are no financial costs associated with this Agreement.

Background Information:
This Agreement is mutually beneficial to Tehama County and to Humboldt State as our Child Welfare division provides an opportunity for Social Work students to get field experience, and our agency then has the opportunity to recruit these individuals once they graduate. This program is possible through the federal Title IV-E Program. To qualify for the federally funded Title IV-E training program, students must major in social work. Upon completing the program, social workers must work for at least two years in a county child welfare services agency or California Department of Social Services child welfare division.

CALIFORNIA STATE POLYTECHNIC UNIVERSITY, HUMBOLDT SOCIAL WORK AGREEMENT

This Agreement made and entered into as of this 3 day of April 2026, pursuant to Education Code 89036, by and between THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, hereinafter called the "Trustees", on behalf of CALIFORNIA STATE POLYTECHNIC UNIVERSITY, HUMBOLDT hereinafter called the "University", and TEHAMA COUNTY SOCIAL SERVICES, hereinafter called "Agency," Red Bluff, CA.

WITNESSETH:

WHEREAS, the Trustees have approved a Social Work Program for the University and such program requires social service experience and use of facilities for both undergraduate and masters in social work (MSW) graduate student interns; and

WHEREAS, it is to the mutual benefit of the parties hereto that students of the University's Social Work Program use the various facilities of the Agency for their community experience;

NOW, THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived therefrom, the parties hereto agree as follows:

I. TRUSTEES, THROUGH THE UNIVERSITY'S SOCIAL WORK PROGRAM, SHALL:

A. Assume initial responsibility for the selection of students to be placed at the Agency, involve the Agency in each decision regarding placement, and place students with the mutual agreement of the Agency.

B. Provide the Agency with written pertinent information concerning students selected for placement in the Agency.

C. Provide a designated member of the faculty to serve as Field Director who, with the Agency's representative, plan for the social work experience to be provided to students under this Agreement, arrange for placement of students at the Agency and coordinate field supervision with the Field Faculty Liaison.

D. Provide designated members of the faculty to serve as liaisons between the Agency and the University. These faculty members, known as the Faculty Liaison will:

1. Serve as principle liaison between the University and the Agency.
2. Schedule a minimum of at least two visits to the Agency each semester to review students' progress and consult with the Agency Supervisor or designated staff.
3. Be available to the Agency for consultation when requested.
4. Share with the Agency knowledge of the educational goals, objectives, and philosophy of the University undergraduate and graduate programs.
5. Act as consultant, when needed, to students and agency supervisors in writing a learning agreement defining each student's educational objectives and field learning experiences.

E. Provide consultation to the Agency Director, Agency Supervisor, and other appropriate staff of the Agency in the general development of the field program.

F. Carry final responsibility for the administration of the field program, including decisions that affect the progress of thestudents, such as grades and number of field instruction hours in the Agency.

G. Keep all attendance and academic records of students participating in said program.

H. Be responsible for providing Professional Liability insurance coverage for the students while at the Agency's facilities:

1. Proof of Individual Malpractice Liability insurance coverage of $2,000,000 combined single limit peroccurrence basis and not claims made, $4,000,000 aggregate.
2. The above insurance shall be underwritten by insurance companies authorized to do business in the State of California.
3. University shall provide TCDSS’s Risk Manager with a letter of self-insurance evidencing the coverages listed above within thirty (30) days of the execution of this Agreement. Such insurance shall include Tehama County, its elected officials, officers and employees as an additional insured (except for workers’ compensation and professional liability insurance. The parties’ other rights and obligations under this Agreement shall not become effective until such letter of self-insurance is received by TCDSS’s Risk Manager.

I. Require every student to conform to all applicable policies, procedures, and regulations of the Agency, all requirements of this Agreement,

and any other requirements, agreements or restrictions specified jointly by representatives of the University and the Agency.

II. AGENCY SHALL:

A. Provide the Social Work Program with a description of the placement including the function and purpose of the Agency, and the anticipated learning opportunities for students, in order to help the Social Work Program make appropriate placements of students to the Agency.

B. Accept students for placement in the Agency, the exact number to be mutually agreed through negotiations each semester by the Agency and the Social Work Program.

C. Accept students assigned to the Agency without regard to race, ethnic origin, sex, sexual orientation, gender, gender identity, gender expression, age, religion, disability, handicap, or political belief; but the Agency retains the right to reject individual students who, in the Agency's judgment, are not participating satisfactorily in the Agency's program.

D. Provide students with opportunities to participate in overall Agency program and activities, as appropriate to students' learning objectives, educational needs, preparation and competency.

E. Designate qualified Agency personnel to serve as Agency Supervisors and notify the Field Director of these assignments and/or agree to work with the University to secure off site MSW supervision to comply with graduate program requirements.

F. Modify the schedule of the designated Agency Supervisor or designated staff to assure that adequate time is available for:

1. Meeting the educational needs of students, including orientation to the Agency and its services, development of learning opportunities that involve appropriate depth and variety, preparation forconferences with students and regularly scheduled weekly, supervisory conferences with students.
2. Meeting with the student and Faculty Liaison for mutually arranged meetings to discuss learning opportunities, students' performances, and the overall field program.
3. Attending supervisor orientations and other program-sponsored trainings and meetings.
4. Preparing written evaluation of students and participating in evaluation conferences.

G. Provide opportunities for planned student contact with Agency staff members in addition to the Agency supervisor through whom appropriate learning opportunities can be provided.

H. Permit student use of its facilities during the period of placement including:

1. Space on a regular or as-needed basis appropriate for carrying out tasks and assignments.
2. Convenient access to a telephone.
3. Office supplies needed in the performance of responsibilities.
4. Clerical service for records and reports for use by the Agency.
5. Access to client and agency records appropriate to the learning experience.

I. Ensure that the Faculty Liaisons and Field Director are advised of policy, service, or personnel changes that will affect the students and the placement in general.

J. Cooperate with the Social Work Program regarding the use of Agency materials in classroom discussion and assignments with the understanding that the Social Work Program requires students to obtain permission of the Agency instructor to use Agency materials outside the Agency. Records must never be removed from the Agency. All case materials used for learning must be properly disguised.

K. Provide Worker's Compensation coverage for each student participating in this program.

III. UNIVERSITY AND AGENCY SHALL MUTUALLY AGREE TO:

A. Allow students to participate in the process of field assignment by:

1. Arranging for students to visit the Agency and interview appropriate personnel.
2. Entering into an agreement defining students' learning objectives, field learning experience and responsibilities within the Agency.

B. Termination of a student in the program prior to the end of the semester may be initiated by the student, agency, or social work program. The following procedure will apply:

1. Written notification of the desire, including specific reason(s) for termination must be prepared in triplicate and copies sent to the student, Agency Supervisor, and Faculty Liaisons.
2. The Faculty Liaisons will schedule separate conferences with the student and the Agency Supervisor to ascertain the validity of the termination request.
3. The Faculty Liaisons will have a joint conference with the student and the Agency Supervisor to discuss the request for termination.
4. The decision regarding termination will be forwarded in writing by the party requesting the termination to the Field Director.

C. If a recommendation is made to the Field Director by the Faculty Liaison that a student not continue in the social work program because it is believed he/she is destructive to a client or the client system, the following procedure will be followed:

1. The recommendation will be forwarded in writing to the BA or MSW Program Director by the Field Director.
2. A panel composed of a faculty member and a student selected by the student in question and the Agency Supervisor, a faculty member and student appointed by the Program Director will be convened to discuss the basis of the recommendation and to take action on the matter. The decision will be made by a simple majority.
3. The Program Director will inform the student in writing of the decision.

D. Hold Harmless Provision: Agency shall be responsible for damages caused by the negligence of its officers, employees and agents. University shall be responsible for the damages caused by the negligence of its officers, employees, and agents. The intent of this paragraph is to impose responsibility on each party for the negligence of its officers, employees, and agents.

IV. The term of the Agreement shall be July 1, 2026, through June 30, 2031. Either party may terminate after giving the other party (30) days advance written notice of the intention to terminate.

V. This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party shall have a right of action hereunder for any cause whatsoever.

VI. Both Parties shall procure and maintain in force during the term of this Agreement, at their sole cost and expense, insurance in amounts reasonably necessary to protect them against liability arising from any and all negligent acts or incidents caused by each party's employees. Coverage under such professional and commercial general liability insurance shall be not less than two million dollars ($2,000,000) for each occurrence and four million dollars ($4,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated A or better by AM Best of a qualified program of self-insurance. Both parties shall maintain and provide evidence of workers' compensation coverage as required by law. Upon request, each party shall provide for not less than thirty (30) days notice of cancellation to Agency. Each party shall promptly notify the other party of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder. Upon written request, the University can provide a copy of the certificate of insurance along with additional insured and endorsements.

VII. Any notice given hereunder shall be in writing and personally served or deposited in the U.S. Postal Service, first class, postage prepaid to the University at 1 Harpst Street, Arcata, CA 95521-8299, Attention: Contracts Specialist, Contracts, Procurement and Risk Management and to:

Agency: Tehama County Social Services

Address: P.O. Box 1515 Red Bluff, CA 96080

Attention: Bekkie F Emery, Director

Notice of change of address shall be given in the same manner as stated herein for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal services is obtained, whichever first occurs.

VIII. While performing this agreement, neither party shall discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, AIDS related condition, age, disability, handicap, or Vietnam veteran status.

IX. This Agreement constitutes the entire understanding between the parties and supersedes all other agreement, oral or written, with respect to the subject matter.

X. Agency is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as “COVID-19”. Agency is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. Agency, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, Agency will take steps to comply with the modified, changed or updated guidelines or directives. If at any time Agency becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the University of that fact.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

Trustees of the California State University
California State Polytechnic University, Humboldt



Edna J Lewis
2026.04.02 18:05:23 -07'00'

_____

Signature Edna Lewis
Procurement Specialist
Contracts and Procurement

Cal Poly Humboldt Department of Social Work Student Placement Site

_____
Site: Legal Entity Name

_____
Signature

_____
Name

_____
Title

For Tehama County Social Services

_____

Signature Bekkie F. Emery
Director of Social Services

E-Contract Review
Approval as to Form

Department Name: Social Services

Vendor Name: California State Polytechnic University, Humboldt

Contract Description: For the purpose of providing social work student inter
experience

APPROVED AS TO FORM:



Date: 03/09/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-0716 **Agenda Date:** 5/19/2026 **Agenda #:** 6.

SOCIAL SERVICES

Requested Action(s)
a) DONATION - Request approval and authorization for the Director of Social Services or Designee to accept donations from the Red Bluff Elks Lodge #1250, consisting of $2,000 in Walmart gift cards and $2,000 in merchandise, including children's clothing and other essential items for Child Protective Services

Financial Impact:
This will be used to benefit youth who are served by Child Protective Services.

Background Information:
The Red Bluff Elks Lodge #1250 has generously supported Social Services' Child Protective Services (CPS) Branch for many years. This recent donation of Walmart gift cards and merchandise will help meet the needs of children and youth. The cards will be used to purchase essential items when children enter care and to provide necessities, such as beds that can help families remain stable and avoid involvement with the CPS system.

Tehama County

Agenda Request Form

File #: 26-0721 **Agenda Date:** 5/19/2026 **Agenda #:** 7.

SOCIAL SERVICES

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Chair and the Director of Social Services to sign the Memorandum of Understanding with the Tehama County Department of Education, Foster Youth Services Program for the purpose of coordinating Education Support for Dependent Youth, with a 50% Federal Funds pass through obligation of $222,009.90, effective 7/1/26 and shall terminate 6/30/27

Financial Impact:
Social Services will pay Department of Education for the services provided, and Social Services will be reimbursed 100% with federal funds. The Department of Education is responsible for the non-federal match funds, so there is no cost to Social Services. Social Services' claiming process is the channel for Department of Education to receive the funding. There is no cost to the General Fund.

Background Information:
This is a contract renewal. Education Code Section 42921 provides instruction for Department of Education to operate an education-based foster youth services program to provide educational and support services for foster children. Services include referring foster youth to tutoring services, mentoring, counseling, transitioning, and emancipation services; facilitating communication between the foster care provider and the teacher and other school staff and referring caregivers to special education programs when appropriate. Social Services and the Department of Education work together to minimize disruption of the education of foster youth and to achieve identified goals and outcomes. The agencies also work together to implement processes for mutual exchange of information.

Foster Youth Services Coordinating Program:

Title IV-E Foster Care Administrative Activities

MEMORANDUM OF UNDERSTANDING

July 1, 2026 to June 30, 2027

Between

TEHAMA COUNTY
DEPARTMENT OF SOCIAL SERVICES

And

TEHAMA COUNTY
DEPARTMENT OF EDUCATION

MEMORANDUM OF UNDERSTANDING ("MOU")

I. DECLARATION

This MOU is entered into by and between the **TEHAMA COUNTY DEPARTMENT OF SOCIAL SERVICES ("TCDSS")** and the **TEHAMA COUNTY DEPARTMENT OF EDUCATION ("TCDE"), referred to hereafter as the "Parties",** for the purpose of **coordinating Educational Support for Dependent Youth (IV-E Foster Care Administrative Activities).** The purpose of this MOU is to identify the roles and responsibilities of each of the Parties.

II. BACKGROUND

TCDE operates the Foster Youth Services Coordinating Program (FYSCP) and is responsible for providing services in accordance with Education Code section 42920-25. Under this direction TCDE has contracted to serve pupils in foster care in Tehama County.

Effective in January 2004, Assembly Bill 490 (Chapter 862, Statutes of 2003) established key provisions supporting the educational opportunities within the best interest of the children in foster care. The passage of Assembly Bill 854, in October of 2015, further clarified the requirements of operating an FYSCP.

Based on the similar mission of FYSCP and TCDSS a natural collaboration was established for serving the foster youth in Tehama County and this MOU is intended to ensure all of the Tehama County foster youth receive support for educational opportunities, in accord with Education Code section 42921, 48853.5, and 49069.5.

The purpose of this MOU is to identify the specific and general responsibilities of each participating agency within the framework of Title IV-E of the Social Security Act. This MOU conforms to applicable federal and state laws and shall be updated as required pursuant to any changes in federal and state laws to ensure compliance.

III. ROLES AND RESPONSIBILITIES

TCDE agrees to:

Provide the following types of educational support, as described in Education Code section 42921 to pupils in foster care. For the purposes of FYSCP, pupils in foster care are defined as stated in paragraph (b) of Education Code section 42238.01.

1. Serve as a liaison between school districts, Social Services Agency, and collaborative partners;
2. Provide personnel to TCDSS to perform responsibilities under this agreement, who possess a practical, working knowledge of the school systems within Tehama County and the procedures that are required in order to access educational records from school districts throughout the State of California;

3. Provide personnel to TCDSS who shall, as directed, participate in staffing County social worker/child/family support teams on issues related to Foster Youth students (including, but not limited to, issues pertaining to missing educational records, incorrect education information, and clarification of behavior reports) and facilitation retrieval of each Foster Youth students' educational record and other documentation needed for foster care placement.
4. Work with TCDSS to minimize duplication of activities to serve foster youth,
5. Work with TCDSS to minimize changes in school placement;
6. Supporting local education agencies in facilitating the prompt transfer of educational records between educational institutions when placement changes are necessary, ensure transfers are done at an educationally appropriate time, ensure appropriate partial credits are awarded and the pupil in foster care is quickly enrolled in classes;
7. Providing education-related information to TCDSS including, but not limited to, educational status and progress information required for inclusion in court reports by Welfare and Institutions Code (WIC) section 16010;
8. Assist TCDSS with obtaining verification that foster youth have received comprehensive sexual health education that meets the requirements of the California Healthy Youth Act, once in middle school and once in high school. (CA Education Code Sections 51930-51939)
9. Responding to requests from the juvenile court for information and working with the court to ensure the delivery or coordination of necessary educational services;
10. Working to obtain, identify, and refer children to mentoring, tutoring, vocational training, and other services designed to enhance the educational prospects of foster children;
11. Facilitating communication between the educational rights holder, foster care provider, the teacher, and any other school staff or education service providers for the child;
12. Sharing information with the foster care provider regarding available training programs that address education issues for children in foster care;
13. Referring caregiver and educational rights holds of foster youth who have special education needs to special education programs and services;
14. Referring foster youth to services that meet local needs identified through collaborative relationships and local advisory groups, which may include, but shall not be limited to, all of the following:
    a. Mentoring
    b. Counseling
    c. Transition Services
    d. Emancipation services.
15. Establishing collaborative relationships and local advisory groups;
16. Providing regular updates on the status, grades, and performance of Tehama County foster youth, including but not limited to 504 agreements, Individual Education Plans and evaluations; and

17. Collect data, in cooperation with TCDSS, to assist the social worker to complete the Health and Education Passport for each Foster Youth student.
18. Providing foster youth with direct services, such as delivering, facilitating or arranging of services, is not considered administrative in nature, and therefore is not a claimable expense to this Title IV-E funding source.

TCDSS agrees to:

1) Provide staff to coordinate issues, resolve problems, and facilitate the timely referral or notification of placement moves for eligible foster youth;
2) Work with TCDE to implement a jointly-developed process for sharing/mutual exchange of information and data for all youth served pursuant to this MOU;
3) Be an active member of the Foster Youth Advisory Council;
4) Provide a workspace within TCDSS with a computer, as well as use of a telephone, photocopiers, and general office supplies; and
5) Facilitate and participate in joint problem solving with TCDE to address youth needs while partnering to establish target youth populations and prioritizing needs based on funding; and
6) Provide a venue to leverage CDE Foster Youth Services funding to allow the claiming of Title IV-E allowable administrative costs.

TCDE and TCDSS jointly agree to:

1) Share all relevant academic information for foster youth to ensure the court has updated and accurate information as it makes decisions regarding current and former foster youth.
2) Share all relevant academic information for foster youth to ensure that either party is aware of any educationally related issues in order to work collaboratively to decrease unmet needs as well as promote academic success.
3) TCDE FYSCP staff and TCDSS Social Workers will meet at least monthly during the school year to discuss educational issues related to foster youth.

IV. GENERAL PROVISIONS

A. INDEMNIFICATION

The parties agree to each defend, indemnify, and hold other Party, its officers, employees and agents harmless from any and all liability or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability or claims for injury or damages are caused by or result from the sole negligent or intentional acts or omissions of the other Party.

B. INSURANCE PROVISIONS

TCDE and TCDSS 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.

C. CONFIDENTIALITY AND RECORDS

Confidentiality: Both Parties and their officers, employees, agents and subcontractors shall comply with WIC section 10850, 45 Code of Federal Regulations (CFR) section 205.50 and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by WIC section 10850 or by 45 CFR section 205.50, confidential medical or personnel records and the proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by TCDE from access to any such records, and from contact with its clients and complainants, shall be used by TCDE only in connection with its conduct of the program under this contract or as otherwise permitted by law. TCDSS, through the Director, shall have access to such confidential information and records to the extent allowed by law. Such information and records retained by the TCDSS shall remain confidential and may be disclosed only as permitted by law.

Maintenance and Availability of Records: TCDE shall prepare and maintain all reports and records that may be required by federal, state or TCDSS rules and regulations and shall furnish such reports and records to TCDSS and to the state and federal governments, upon request.

Retention of Records: TCDE shall maintain and preserve all records related to this MOU (and shall assure the maintenance of such records in the possession of any third party performing work related to this MOU) for a period of five (5) years from the date of final payment under this MOU and beyond the five-year period until any pending litigation, claim, negotiation, audit exception or other action involving this contract is resolved.

D. TERM

This MOU shall take effect of July 1, 2026 for one year and will be reviewed for renewal in June 2027. Either Party may terminate this MOU by giving 30 days' written notice to the other Party. This MOU is contingent upon available funding and may be renewed or renegotiated upon mutual written consent of all Parties.

E. Changes, Amendments, or Alterations:

No changes, amendments, or alterations to this MOU shall be effective unless in writing and signed by both parties.

F. Dispute Resolution:

If a dispute arises between TCDSS and TCDE under this MOU, TCDE's Assistant Superintendent and the TCDSS Program Manager shall meet and confer within three (3) business days to resolve the dispute. If the dispute cannot be resolved, the matter may be submitted to the Department of Social Services Director and to the County Superintendent of Schools for resolution.

G. FISCAL

TCDE 50% Match and Non-Federal Costs, estimated	$133,874.22
TCDSS 50% Federal Pass Through Obligation, estimated	$ 88,135.68
Total Program Cost	$222,009.90

The maximum obligation of TCDSS under this agreement shall not exceed $222,009.90 or the actual federal share of allowable costs, whichever is less. (See Exhibit A)

TCDE is responsible for the Match amount, which is estimated at fifty percent (50%) of the total program cost, plus the non-federal share of costs calculated at the quarterly foster care discount rate. TCDE shall certify the expenditure of this share of cost, and that these funds were not used as a match to any other general program. The Match shall be documented on a quarterly invoice, and must be expended in order to claim Title IV-E reimbursement (Exhibit B).

TCDSS shall provide via email to TCDE, the quarterly foster care federal and non-federal rates as soon as possible after the end of each quarter. TCDE shall apply those rates to the invoiced expenses and submit the invoice (Exhibit B) to TCDSS no later than 30 calendar days after the end of the quarter or after termination of this MOU. Below is the timeline:

Services Rendered by TCDE	Invoice Due to TCDSS
July 1 to Sept 30	Nov 30
Oct 1 to Dec 31	Feb 28
Jan 1 to Mar 30	May 31
Apr 1 to Jun 30	Aug 31

TCDSS shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. TCDSS shall submit a quarterly claim to California Department of Social Services (CDSS) for reimbursement of the invoiced Title IV-E allowable activities.

TCDE shall be financially responsible for audit exception on disallowances by the State and Federal Government. TCDE shall provide audit records in compliance with 2 CFR Part 200 Subparts E and F (previously OMB Circular A-122) and provide a copy of the organizational wide audit annually. Failure to do so may end in the denial of payment under this or subsequent MOU's.

V. NOTICE

Notice to the Parties in connection with this MOU shall be given personally or by regular mail addressed as follows:

Bekkie F. Emery, Social Services Director
Department of Social Services
Tehama County
310 S. Main St.
Red Bluff, CA 96080

Jared Caylor, Tehama County Superintendent
Tehama County Department of Education
1135 Lincoln St.
Red Bluff, CA 96080

The parties hereto will have their duly authorized representative execute this Agreement on the day, month, and year below written and agree that the terms of this will commence effective at signing and shall remain in effect until June 30, 2026.

BY:

Jared Caylor
Jared Caylor (Apr 24, 2026 12:25:44 PDT)

Jared Caylor
Tehama County Superintendent
Tehama County Department of Education

Dated: Apr 24, 2026

Bekkie F. Emery
Social Services Director
Tehama County Department of Social Services

Dated: 5/4/26

Tom Walker, Chairperson,
Tehama County Board of Supervisors

Dated: _____

Exhibit A

BUDGET	If needed for more space, insert or delete rows, or attach another page(s).	Budget Start Date: July 1, 2026 Budget End Date: June 30, 2027
CONTRACTOR NAME AND ADDRESS Tehama County Department of Education 1135 Lincoln St Red Bluff, CA 96080	PURPOSE/TITLE OF CONTRACT: PROGRAM CONTACT Name: Cathy Henderson Telephone: 530-528-7361 Email: chenderson@tehamaschools.org	FISCAL CONTACT Name: Johnna Cox Telephone: 530-528-7351 Email: jcox@tehamaschools.org

BUDGET LINE ITEM: For salary & benefit items, provide the job title or function of the position. For direct & indirect costs, provide specific detail to identify the item or purpose, or attach a budget narrative.				TOTAL CONTRACT BUDGET
DIRECT SALARIES	Annual Salary	FTE (% of time)		
Prevention Specialist	$ 60,000.00	100%	$	60,000.00
Prevention Specialist	$ 84,000.00	100%	$	84,000.00
			$	-
			$	-
DIRECT BENEFITS/FRINGE				
Prevention Specialist	$ 21,000.00	100%	$	21,000.00
Prevention Specialist	$ 44,988.00	100%	$	44,988.00
			$	-
			$	-
DIRECT SALARIES & BENEFITS TOTAL			$	209,988.00
DIRECT COSTS	Quantity	Cost		
Mileage	2000	$ 0.725	$	1,450.00
			$	-
			$	-
			$	-
			$	-
DIRECT COSTS TOTAL			$	1,450.00
INDIRECT SALARIES	Annual Salary	FTE (% of time)		
			$	-
			$	-
			$	-
INDIRECT BENEFITS/FRINGE				
			$	-
			$	-
			$	-
INDIRECT SALARIES & BENEFITS TOTAL			$	-
INDIRECT COSTS	Quantity	Cost		
Indirect Operation 5.00%	1	$ 10,571.90	$	10,571.90
			$	-
			$	-
			$	-
			$	-
			$	-
			$	-
INDIRECT COSTS TOTAL			$	10,571.90
TOTAL BUDGET			$	222,009.90

Is contractor for-profit? No Yes, enter amount of profit: $ -

EXHIBIT B

SAMPLE INVOICE

INVOICE	Attach back-up documentation to this page. If needed for more space, insert or delete rows, or attach another page(s).

CONTRACTOR NAME AND ADDRESS	INVOICE #:	FOR MONTH(S)/YEAR:
0		
0	CONTRACT #:	PURPOSE/TITLE OF CONTRACT
0		0

BUDGET LINE ITEM	A. CONTRACT BUDGET	B. CURRENT INVOICE COSTS	C. TOTAL COSTS YEAR-TO-DATE INCLUDING THIS INVOICE	D. BALANCE REMAINING PAYABLE (A-C)
DIRECT SALARIES				
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
DIRECT BENEFITS/FRINGE				
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
DIRECT SALARIES & BENEFITS TOTAL	**$ -**	**$ -**	**$ -**	**$ -**
DIRECT COSTS				
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
DIRECT COSTS TOTAL	**$ -**	**$ -**	**$ -**	**$ -**
INDIRECT SALARIES				
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
INDIRECT BENEFITS/FRINGE				
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
INDIRECT SALARIES & BENEFITS TOTAL	**$ -**	**$ -**	**$ -**	**$ -**
INDIRECT COSTS				
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
INDIRECT COSTS TOTAL	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL INVOICE		**$ -**		
TOTAL CONTRACT	$ -		$ -	$ -

EXHIBIT C

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Contractor certifies to the best of its knowledge and belief, that it:

A) Is not presently debarred, suspended, proposed for disbarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.

B) Has not been convicted within the preceding three years of this agreement or had a civil judgement rendered against it for:

   i. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction;

   ii. Violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocations of customers between competitors, and bid rigging;

   iii. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or

   iv. Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility

C) Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses listed above in paragraph (B) (i-iv) of this agreement.

D) Has not had one or more public transactions (Federal, State, or local) terminated within the preceding three years of this agreement for cause or default.

E) Contractor shall report immediately to County in writing, any incidents of alleged fraud and/or abuse by either contractor or subcontractors.

F) Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.

G) Contractor agrees to timely execute any and all amendments to this agreement or other required documentation relating to the contractor's debarment/suspension status.

Contractor agrees to timely execute any and all amendments to this agreement or other required documentation relating to the contractor's debarment/suspension status.

E-Contract Review
Approval as to Form

Department Name: Social Services

Vendor Name: Department of Education

Contract Description: For the purpose of coordinating Education Support for Dependent Youth

APPROVED AS TO FORM:



Date: 04/22/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-0736 **Agenda Date:** 5/19/2026 **Agenda #:** 8.

SHERIFF'S OFFICE

Requested Action(s)

a) AGREEMENT - Request approval and authorization for the Chair and the Sheriff to sign Amendment No.1 with Prestige Radiology Inc. (Purchasing Agree. #296PA25), thereby increasing the maximum compensation payable not to exceed $75,000, effective 8/1/25 and shall terminate 7/31/26 *(Subject to receipt of required insurance documentation)*

Financial Impact:

The funding source for the Agreement has been budgeted for FY 25/26 in the Jail Health Budget 20321-532394 and Coroners Budget 2072-53230.

Background Information:

The Sheriff's Office is requesting approval to increase the maximum compensation amount for its existing Agreement for radiology services supporting the Tehama County Jail and the Tehama County Sheriff Coroner's Unit.

This Agreement provides essential diagnostic imaging services, including but not limited to X-rays and related radiological evaluations for incarcerated individuals and for decedent examinations conducted by the Coroner's Office. These services are critical to ensuring appropriate medical care within the jail, supporting cause-of-death investigations, and maintaining compliance with applicable legal and regulatory standards.

Due to increased service utilization and the need to ensure continuity of care and investigative support, the current not-to-exceed amount is no longer sufficient to cover anticipated expenditures throughout the remainder of the Agreement term. Increasing the maximum compensation will allow uninterrupted access to necessary radiology services and prevent delays in medical treatment or coroner investigations.

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND PRESTIGE RADIOLOGY INC.

The Purchasing Agreement Number 296PA25 with an effective date of August 1, 2025 (the "Original Agreement"), was entered into between the County of Tehama, through its Sheriff's Office, ("COUNTY") and Prestige Radiology Inc. ("CONTRACTOR"), for the purpose of providing Radiology Services for the Tehama County Jail and Tehama County Sheriff Coroners Unit.

Pursuant to Section 7. of the Original Agreement, Section 3 of said agreement is hereby amended so that the Maximum Compensation payable under this Agreement is changed from $50,000.00 to $75,000.

All other terms and conditions of the AGREEMENT shall remain in unchanged.

The Original Agreement and this Amendment No. 1(Hereinafter collectively referred to as the "Modified Agreement"), constitute the entire Agreement of the parties and supersede all previous agreements, writing and oral statements. In the event of any inconsistency or conflict between this Amendment No. 1 and the Original Agreement, the provisions of this Amendment No. 1 shall prevail over those of the Original Agreement. This Modified Agreement may not be further modified except in a writing signed by both parties pursuant to Section 7 of the Modified Agreement.

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

COUNTY OF TEHAMA

Date: _____ _____

Dave Kain, Sheriff-Coroner

COUNTY OF TEHAMA

Date: _____ _____

Chairman, Board of Supervisors

PRESTIGE RADIOLOGY, INC.

Date : 05/05/2026 YUNA JONES

Authorized Agent

127583 2072-53230 Autopsy/20321-532394 X-rays

Vendor Number Budget Account Number

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND PRESTIGE RADIOLOGY INC.

This agreement is entered into between the County of Tehama, through its Sheriff's Office, ("County") and Prestige Radiology, Inc. ("Contractor") for the purpose of providing Radiology Services for the Tehama County Jail and the Tehama County Sheriff Coroners Unit.

1) RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall, upon request by the Tehama County Sheriff/Coroner or his/her authorized deputies, and the Tehama County Jail provide Radiology services as requested.

2) RESPONSIBILITIES OF THE COUNTY

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

3) COMPENSATION

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit "B", after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed $50,000.00. 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

TEHAMA COUNTY
AGREEMENT #: 296PA25

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 8/01/2025 and shall terminate 7/31/2026, 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 Sheriff-Coroner.

7) ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8) NONASSIGNMENT OF AGREEMENT

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

9) EMPLOYMENT STATUS

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

10) INDEMNIFICATION

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's

"independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11) INSURANCE

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

12) PREVAILING WAGE

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

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

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

13) NON-DISCRIMINATION

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

14) GREEN PROCUREMENT POLICY

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

15) COMPLIANCE WITH LAWS AND REGULATIONS

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

16) LAW AND VENUE

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions

which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17) AUTHORITY

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

18) NOTICES

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

NOTICES TO COUNTY:
Tehama County Sheriff's Office
Attn: Dave Kain, Sheriff-Coroner
P.O. BOX 729
Red Bluff, CA 96080
(530) 527-7900
dkain@tehamaso.org

NOTICES TO CONTRACTOR:
Prestige Radiology INC.
Attn: Director of Operations
1157 Hilltop Dr.
Redding, CA 96080
(530) 691-1117
diagnosticsprestige@gmail.com

INVOICES SUBMITTED TO COUNTY:
Tehama County Sheriff's Office
Attn: Nickoli Brummond
P.O. BOX 729
Red Bluff, CA 96080
(530) 528-8979 option 1
nbrummond@tehamaso.org

GRANTS/CONTRACTS TO COUNTY:
Tehama County Sheriff's Office
Attn: Grants/Contracts
P.O. BOX 729
Red Bluff, CA 96080
(530) 528-8979 option 2
jcrane@tehamaso.org

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) EXHIBITS

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

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

COUNTY OF TEHAMA

Date: 7/21/25

Sheriff-Coroner

Date: 07/21/2025

Debbie Schmidt
Debbie Schmidt (Jul 21, 2025 14:55 PDT)

Purchasing Agent

PRESTIGE RADIOLOGY, INC.

Date: 07/14/2025

YUNA JONES YUNA JONES

Authorized Agent

Agreement #: 296PA25

127583
Vendor Number

2072-53230 Autopsy
20321-532394 X-rays
Budget Account Number

diagnosticsprestige@gmail.com
Vendor/Contractor Email Address

(530) 691-1117
Vendor/Contractor Phone 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



Prestige

X-Ray • Ultrasound • EKG

FEE SCHEDULE

XRAY	$105
ULTRASOUND	$250
TRANSPORTATION	$105

TCSO - AGREEMENT - Prestige Radiology 25-26

Final Audit Report 2025-07-21

Created:	2025-07-21
By:	Tehama County Sheriff-Coroner (accounting@tehamaso.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHjAEs5i4PU-puPqb4NnexGndOg9kEHd2

"TCSO - AGREEMENT - Prestige Radiology 25-26" History

Document created by Tehama County Sheriff-Coroner (accounting@tehamaso.org)
2025-07-21 - 9:25:05 PM GMT

Document emailed to purchasingagreements@tehama.gov for signature
2025-07-21 - 9:25:10 PM GMT

Email viewed by purchasingagreements@tehama.gov
2025-07-21 - 9:35:42 PM GMT

Signer purchasingagreements@tehama.gov entered name at signing as Debbie Schmidt
2025-07-21 - 9:55:35 PM GMT

Document e-signed by Debbie Schmidt (purchasingagreements@tehama.gov)
Signature Date: 2025-07-21 - 9:55:37 PM GMT - Time Source: server

Agreement completed.
2025-07-21 - 9:55:37 PM GMT

Powered by Adobe Acrobat Sign

E-Contract Review
Approval as to Form

Department Name: Tehama County Sheriff's Office

Vendor Name: Prestige Radiology, Inc.

Document Description: Amendment to Agreement for Radiology Services

APPROVED AS TO FORM:

Date: 5/6/26

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

Tehama County

Agenda Request Form

File #: 26-0701 **Agenda Date:** 5/19/2026 **Agenda #:** 9.

SOCIAL SERVICES / ENVIRONMENTAL HEALTH

Requested Action(s)
a) Request approval of certificates recognizing the following employees for their years of faithful and dedicated service to the County of Tehama:

1) SOCIAL SERVICES - Dawn Alves, 15 years

2) ENVIRONMENTAL HEALTH - Clint Weston, 10 years

Financial Impact:
None.

Background Information:
None.

Tehama County

Agenda Request Form

File #: 26-0729 **Agenda Date:** 5/19/2026 **Agenda #:** 10.

SOCIAL SERVICES - Director Bekkie Emery

Requested Action(s)

a) BID WAIVER

1) Request to adopt the finding that the County of Riverside licensing solution provider contract ITARC-00929 with SHI International Corp. for the acquisition of Microsoft O365 software licensing meets all Tehama County bidding criteria and allows the County to take advantage of low pricing without the time and expense of a formal bid process

2) Request to find it in the best interest of the County to waive the formal bid process for purchase of 200 user subscriptions of Microsoft O365 and server licensing. This is based on the finding that the Department needs to acquire Microsoft O365 to update software, increase security, remain in compliance with security agreements, and to utilize the State's new Child Protective Services case management system that is expected in October 2026

b) Request for authorization for the Purchasing Department to sign Purchase Order No. 33235 to SHI International Corp. for the acquisition of Microsoft O365 software licensing with maximum compensation not to exceed $265,000 for a 3-year period beginning May 13, 2026, and ending May 14, 2029

Financial Impact:

The Department requested quotes from two licensing solution providers with price ranges from $261,464.20 to $264,190.98. The Department requests to select the lowest quote with SHI International Corp. for a cost of $213,639.84 over 3 years with one-time server licensing fees of $47,824.36, for a total of $261,464.20. The Department requests a not to exceed amount of $265,000 to allow for additional users if needed. There are sufficient funds budgeted in account number 5013-53170. There is no impact to the General Fund.

Background Information:

The Department has used Microsoft software for many years. The acquisition of Microsoft O365 is necessary to keep our IT infrastructure modern, secure, and efficient. Microsoft O365 provides needed updates to multiple applications including Word, Excel, and Outlook. The purchase also includes access to Microsoft Teams. Lastly, the State is replacing the Child Welfare Services - Case Management System with the new Child Welfare Services - California Automated Response and Engagement System (CWS-CARES). The Department will need to acquire Microsoft O365 by October 2026 to use the new CWS-CARES system.

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: 4/24/2026 DEPARTMENT: Social Services

REQUESTED BY: Matt Franssen TITLE: Supervising Staff Services Analys

PROPOSED ACQUISITION: Authorization to purchase Microsoft 365 software and licensing

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**:

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.

[ ] **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:

[ ] **Other, List Finding(s):**

Additional Justification:

Leveraging the County of Riverside licensing solution provider contract ITARC - 00929 with SHI International Corp. is in the best interest of the County to take advantage of the low pricing available to only select vendors of Microsoft. Multiple quotes were obtained and SHI was the lowest quote with a total 3 year cost of $261,464.20. Other counties have leveraged the County of Riverside contract as well.

Recommended: _____ Date: _____

****Submittal to Purchasing must occur at least 7 working days prior to agenda deadline****

Pricing Proposal
Quotation #: 27380329
Reference #: Net New SP
Created On: 4/7/2026
Valid Until: 5/31/2026

CA-County of Tehama Department of Social Services

Karmbir Binnag
310 South Main Street
Red Bluff, CA 96080
United States
Phone: (530) 527-1911
Email:

Inside Account Manager

Alex Chrysanthopoulos
SHI
290 Davidson Ave
Somerset, NJ 08873
Phone: 7326672779
Email: alex_chrysanthopoulos@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Win Server DC Core 2025 SLng 16L Microsoft - Part#: EP2-25015 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929	6	$4,422.60	$26,535.60
2	Win Server Standard Core 2025 SLng 16L Microsoft - Part#: EP2-24969 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929	2	$768.08	$1,536.16
3	SQL Server Enterprise Core 2025 SLng 2L Microsoft - Part#: EP2-71229 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929	2	$9,876.30	$19,752.60
			Total	$47,824.36

Additional Comments

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

This quote has been marked as budgetary, as certain pricing may require approval from Microsoft. Please note, SHI is unable to process Purchase Orders against budgetary quotes. Kindly reach out to your SHI sales team for a Final Quote once you have determined your required counts and licenses.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts,

please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Pricing Proposal
Quotation #: 26989630
Reference #: Net New EA
Created On: 12/19/2025
Valid Until: 5/31/2026

CA-County of Tehama Department of Social Services

Karmbir Binnag
310 South Main Street
Red Bluff, CA 96080
United States
Phone: (530) 527-1911
Email:

Inside Account Manager

Alex Chrysanthopoulos
SHI
290 Davidson Ave
Somerset, NJ 08873
Phone: 7326672779
Email: alex_chrysanthopoulos@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	O365 E3 Sub Per User Microsoft - Part#: AAA-10842 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 **Note:** Year 1 of 3	200	$245.55	$49,110.00
2	EMS E3 ALng Sub Per User Microsoft - Part#: AAA-10732 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 **Note:** Year 1 of 3	200	$101.18	$20,236.00
3	Exchange Server Ent SLng LSA Microsoft - Part#: 395-02412 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 **Note:** Year 1, With SA	1	$1,867.28	$1,867.28
			Total	$71,213.28

Additional Comments

Payment Schedule:
Year 1: $71,213.28
Year 2: $71,213.28
Year 3: $71,213.28
Total: $213,639.84

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to

change.

This quote has been marked as budgetary, as certain pricing may require approval from Microsoft. Please note, SHI is unable to process Purchase Orders against budgetary quotes. Kindly reach out to your SHI sales team for a Final Quote once you have determined your required counts and licenses.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

TrustedTech

QUOTE NUMBER
46780

DATE
February 26, 2026

EXPIRY DATE
March 23, 2026 at 7:00 AM

FROM
Kathleen Sitto
TrustedTech
5171 California Ave, Suite 250
Irvine, CA 92617
Microsoft Partner ID: 4899525
www.trustedtechteam.com

PHONE
(855) 202-8140

FOR
Tehama County Department of Social Services

TO
Karmbir Binnag

EMAIL
kbinnag@tcdss.org

PHONE
(530) 528-4055

RFQ - Tehama County Department of Social Services

Microsoft **Windows Server 2025 Datacenter 16-Core** SKU: DG7GMGF0PWHD-DL Activates 1 Host + Unlimited Virtual Machines **Per License** (x6) Servers 16-Cores Each	3,889.99 x 6 10% discount 21,005.95
Microsoft **Windows Server 2025 Standard 16-Core** SKU: DG7GMGF0PWHC-DL Activates 1 Host + 2 Virtual Machines **Per License** (x2) Servers 16-Cores Each	729.99 x 2 10% discount 1,313.98
Microsoft **Exchange Server - Enterprise License (w/ Software Assurance)** SKU: 395-04719 Non-Profit Pricing	2,994.99 x 1 10% discount 2,695.49
Microsoft **SQL Server 2025 Enterprise (2-Core)** SKU: 7JQ-00261DL-2025 (x1) 4-Core Instance	14,366.99 x 2 10% discount 25,860.58

Discount	-5,652.89
Subtotal	50,876.00
Total	**$50,876.00**

Includes F1 Promotion (Extension)

Valid Until 3/6

0% Interest Rate Payment Approved

Inquire for More Details

End-User: (Required for License Registration)

Name:
Company:
Address:
Phone:
Email:

Processing Time 5-10 Business Days

Licenses Delivered Electronically Via Email

TrustedTech

Consumption Report

Document Date
Feb 18, 2026

Reference Code
021826-HA

Client Information

Karm Binnag
(AS-IS) YRLY Billing Tehama County Department of Social Services
kbinnag@tcdss.org
530-528-4055

Prepared By

Hailey Alfonso
Trusted Tech Team
halfonso@trustedtechteam.com
["(949) 208-7761"]

Current VendorAnnual Cost	TrustedTech Annual Cost	Annual Savings
$92,736.00	$79,704.20	$13,031.80

Product Name	Assigned Seats	Total Seats	MSRP	Current Vendor $/Seat	Current Vendor Total	TrustedTech $/Seat	TrustedTech Total	Annual Savings
Office 365 E3 - Annual/Annual	230	230	$276.00	$276.00	$63,480.00	$234.60	$53,958.00	$9,522.00
Enterprise Mobility + Security E3 - Annual/Annual	230	230	$127.20	$127.20	$29,256.00	$111.94	$25,746.20	$3,509.80

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ITEM: 3.22
(ID # 25566)
MEETING DATE:
Tuesday, September 10, 2024

FROM : RIVERSIDE COUNTY INFORMATION TECHNOLOGY

SUBJECT: RIVERSIDE COUNTY INFORMATION TECHNOLOGY: Approve the Licensing Solution Providers (LSPs) Agreements with SHI International Corp., Insight Public Sector. Inc, Crayon Software Experts., Zones LLC., CDW Government LLC, Dell Marketing LP, and Softchoice Inc. to provide Microsoft products and services to all governmental entities within the State of California using the County of Riverside's Enterprise Agreement no. 8084445 from November 1, 2024, through October 31, 2027, with the option to renew for three additional years through October 31, 2030, All Districts. [RCIT ISF Contract Revenue]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Licensing Solution Providers (LSPs) Agreements with SHI International Corp., Insight Public Sector. Inc, Crayon Software Experts., Zones LLC., CDW Government LLC, Dell Marketing LP, and Softchoice Inc. to provide Microsoft products and services to all governmental entities within the State of California using the County of Riverside's Microsoft Enterprise Agreement no. 8084445 from November 1, 2024, through October 31, 2027, with the option to renew for three (3) additional years through October 31, 2030;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, and as approved as to form by County Counsel, to sign amendments that exercise the options that stay within the intent of the LSP Agreements; and
3. Authorize the Chair of the Board to sign three (3) copies of the Licensing Solution Providers (LSPs) Agreements on behalf of the County and direct the Clerk of the Board to retain one (1) copy of each of the Licensing Solution Providers (LSPs) Agreements and return two (2) copies of each of the Licensing Solution Providers (LSPs) Agreements to RCIT for distribution.

ACTION:

Jim Smith
Jim Smith, Chief Information Officer 8/14/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:	Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays:	None
Absent:	None
Date:	September 10, 2024
xc:	RCIT

Kimberly A. Rector
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 (1% of all enrollments)			**Budget Adjustment:** No	
			For Fiscal Year: 24/25-27/28	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The request before the Board is to approve the Licensing Solution Providers (LSPs) agreements with SHI International Corp., Insight Public Sector. Inc, Crayon Software Experts., Zones LLC., CDW Government LLC, Dell Marketing LP, and Softchoice Inc. to provide Microsoft products and services to all governmental entities within the State of California using the County of Riverside's Enterprise Agreement no. 8084445 (the "Master Agreement") from November 1, 2024, through October 31, 2027, with the option to renew for three (3) additional years through October 31, 2030.

On September 25, 2001 (Agenda Item 3.29), the Board of Supervisors approved all departments in the County of Riverside to enroll in a statewide Microsoft Enterprise Agreement to lower costs and receive the deepest discount available. As a result, the County became the lead agency in managing a statewide Microsoft Master Agreement that provides software licensing across the State of California to government agencies. An agreement of this nature allows for government agencies of any size to lock in pricing for the length of their enrollment, the ability to amortize the cost of new licenses over the length of the contract, and the flexibility to raise and lower commitments on hosted services during the annual license true-up period.

On October 22, 2019 (Agenda No. 3.16), the Board approved the renewal of the statewide Microsoft Enterprise Agreement with ten licensing solutions providers (LSP) to enroll other Government Agencies in Microsoft Enterprise Agreement #8084445 from November 1, 2019, through October 31, 2021. The Purchasing Department and each LSP later amended these agreements in 2020 to be effective from November 1, 2019, through October 31, 2024.

These Licensing Solution Provider Agreements (the "Agreement") are intended to be available and leveraged by government agencies throughout the State of California (the "Enrolled Affiliates"). This type of agreement 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 are challenged to keep their software current while minimizing the associated costs.

The County of Riverside Microsoft Master Agreement is used by all county agencies for the purchase of Microsoft software licenses, software maintenance, cloud services, and professional 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.

Over 900 government agencies utilize the existing County of Riverside Microsoft Master Agreement. The County of Riverside has made significant strides toward setting enterprise software and licensing standards, emphasizing consolidated agreements. These standards and volume pricing are shared with other government entities across California as more government agencies discover the benefits of entering into a Microsoft Enterprise Agreement.

Impact on Residents and Businesses

There is no negative impact on residents or private businesses. The master agreement provides maximum discounts because of cooperative efforts with various governmental agencies in California. The County of Riverside will benefit from enrollments from other governmental agencies, which will be 1% of the annual enrollment amount per each Enrolled Affiliate.

Additional Fiscal Information

Licensing Solution Providers (LSPs) will be charged 1% of the annual enrollment amount per Enrolled Affiliate to leverage the Riverside County Master Microsoft Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Unified Support Services, Microsoft Consulting Services, and Microsoft Incident Response.

This will be an annual fee per enrollment, including 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 $1,000 annually ($100K multiplied by 1%). RCIT will invoice the Awarded LSP annually based on the enrollments verified from the "Reporting of Active Enrollments" list submitted each calendar year. Payment is due to Riverside County Information Technology thirty (30) days from the invoice date. These costs should not be pushed to the customers and should be absorbed by the LSP as directed in the Licensing Solution Provider Agreement and RFQ no. ITARC-00532

Contract History and Price Reasonableness

Purchasing and Fleet Services, on behalf of Riverside Information Technology (RCIT), released a Request for Quote (RFQ #ITARC-00532) for Microsoft Enterprise Agreement Licensed Support Providers' (LSP) Selection, posted publicly on publicpurchase.com on April 16, 2024, (750) potential vendors were notified, and (58) vendors accessed the bid.

Upon bid closing on May 9, 2024, the County received seven (7) responses. The bid responses were based on a percentage markup from Government level D pricing established by Microsoft and provided to all LSPs. The markup ranges from 1.1% to 5.5% for Microsoft Enterprise Online Services and products and 2% to 7% for Microsoft Incident Response, Unified Support, and Consulting Services. The County team evaluated the responses and decided to award to the seven (7) LSPs who responded to the RFQ to provide support for the entire State of California.

ATTACHMENTS:

A. Licensed Support Provider (LSP) Agreement no. ITARC-00929 with SHI International Corp.
B. Licensed Support Provider (LSP) Agreement no. ITARC-00930 with Insight Public Sector. Inc
C. Licensed Support Provider (LSP) Agreement no. ITARC-00931 with Crayon Software Experts.
D. Licensed Support Provider (LSP) Agreement no. ITARC-00932 with Zones LLC.
E. Licensed Support Provider (LSP) Agreement no. ITARC-00933 with CDW Government LLC
F. Licensed Support Provider (LSP) Agreement no. ITARC-00934 with Dell Marketing LP and
G. Licensed Support Provider (LSP) Agreement no. ITARC-00935 with Softchoice Inc.

Melissa Curtis
Melissa Curtis, Deputy Director of Purchasing and Fleet 8/15/2024

Alonzo Barrera
Alonzo Barrera, Principal Management Analyst 8/27/2024

Dave Rogers
Dave Rogers, Asisstant County Executive Officer / CIO 9/4/2024

Aaron Gettis
Aaron Gettis, Chief of Deputy County Counsel 8/27/2024

DocuSign Envelope ID: D1C85720-9C7F-4A8E-8635-A6B1851FAA9E

LICENSED SUPPORT PROVIDER (LSP)
AGREEMENT No. ITARC-00929
For
MICROSOFT PRODUCTS AND SERVICES
UNDER MICROSOFT EA NO. 8084445
BETWEEN
COUNTY OF RIVERSIDE
And
SHI INTERNATIONAL CORP.

This Agreement is entered between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"), and SHI International Corp., New Jersey corporation authorized to conduct business in the State of California (herein referred to as "LSP") of Microsoft Licensing Solution Provider, effective from November 01.2024 and continues in effect through October 31, 2027 , based on LSP's response to RFQ no. ITARC-532 for Microsoft products and services under Microsoft EA no. 8084445. The parties agree as follows:

1. All Terms and Conditions of this Agreement No. ITARC-00929 shall govern purchase of Microsoft products and services under Microsoft EA no. 8084445 by County through the LSP.

2. **Period of Performance:**

This Agreement shall be effective from November 01.2024 and continues in effect through October 31, 2027, with the option to renew for an additional three-year period expiring on October 31, 2030, with no obligation by the County of Riverside to purchase any specified amount of goods or services. In addition, the County may at any time choose to transfer the enrollment from one LSP to another LSP pursuant to the transfer terms set by Microsoft.

The period of performance for the enrollment with the LSP may be for up to a three-year term with the option to renew the enrollments with contracted LSP through the LSP contract expiration date.

3. **Compensation**

The COUNTY shall pay the LSP for products as stated in Exhibit A, incurred in accordance with the terms of this Agreement. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products.

Non-Appropriations: The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such

SEP 10 2024 3.22

funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Hold Harmless/Indemnification:

4.1 LSP 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 LSP, its officers, employees, subcontractor, 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. LSP 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.

4.2 With respect to any action or claim subject to indemnification herein by LSP. LSP 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 LSP indemnification to Indemnitees as set forth herein.

4.3 LSP obligation hereunder shall be satisfied when LSP has provided to County the appropriate form of dismissal relieving county from any liability for the action or claim involved.

5. Termination:

5.1 County may terminate this Agreement without cause upon thirty (30) days written notice served upon the LSP stating the extent and effective date of termination.

5.2 County may, upon five (5) days written notice terminate this Agreement for LSP default, if LSP 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.

5.3 LSP 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 LSP; or in the event of LSP unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

6. Alteration or Changes to the Agreement

The Board of Supervisors and the County Purchasing Agent and/or his designee is the only authorized County representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

7. **Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY
Riverside County Information Technology
Attn: Procurement Contract Specialist
3450 14th Street
Riverside, CA 92501

LSP
SHI International Corp.
Attn: Moitrayee Majumdar
290 Davidson Ave.
Somerset, NJ, 08873
Moitrayee_Majumdar@SHI.com

8. **Insurance**

Without limiting or diminishing the LSP'S obligation to indemnify or hold the COUNTY harmless, LSP shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the LSP has employees as defined by the State of California, the LSP shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside. Policy shall name the COUNTY as Additional Insureds.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of LSP'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than $2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

C. Insurance Requirements for IT Contractor Services:

LSP shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the LSP, its agents, representatives, or employees. LSP shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by LSP in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the LSP maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the LSP. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions – All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2) The LSP must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds $500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, LSP'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
3) LSP shall cause LSP'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies

including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If LSP insurance carrier(s) policies does not meet the minimum notice requirement found herein, LSP shall cause LSP's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. LSP shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
5) It is understood and agreed to by the parties hereto that the LSP's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the LSP has become inadequate.
7) LSP shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
9) LSP agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

9. General:

9.1 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.

9.2 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

9.3 The following documents are attached to and incorporated into this Agreement:

Exhibit A: Scope and pricing.

Exhibit B: LSP Reporting of Active Enrollments.

Exhibit C: Microsoft LSP Participation Form.

Exhibit D: Microsoft EA Benefits for Government Agencies.

Exhibit E: Microsoft Enterprise Agreements and Amendments.

E1) Microsoft Enterprise Agreement No. 8084445.

E2) Microsoft Select Plus Agreement No. 7756479.

E3) Amendments No. 1- EA Custom Terms CTM (Document No. CTM-CPT-OPT-FWK)

E4) Amendments No. 2- EA Custom Terms (Document No. CTM-FWK-CTC-AGR).

9.4 In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any terms or conditions set forth in any of the attachments, purchase order(s), or other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.

9.5 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. Civ. 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.

9.6 If the entity is a corporation, the signatures of two corporate officers (the president, vice president, secretary, assistant secretary, Chief Financial Officer (i.e. treasurer), or assistant treasurer) are required on the agreements. The signatures must be in the following combination: president or vice president **and** secretary, treasurer or CFO. For example, the signatures of a president and a vice president would be insufficient. If signed by a single corporate officer, a corporate resolution, authorizing the one officer to bind the corporation, signed by the Board of Directors of the corporation, is required. The corporate resolution must authorize the signatory to sign agreements on behalf of the corporation.

If the entity is a limited liability company (LLC), the signatory is authorized signer as set forth in LLCs operating agreement.

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: _____
Chuck Washington
Chair of the Board of Supervisors

Dated: 9/10/2024

SHI INTERNATIONAL CORP., New Jersey corporation authorized to conduct business in the State of California.

DocuSigned by:
By: Kristina Mann
EA418E789F09404...
Name: Kristina Mann
Title: Sr. Manager - Contracts

Dated: 7/2/2024

ATTEST:
Kimberly Rector
Clerk of the Board

By: _____ Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Paula Salcido
Deputy County Counsel

Dated: 7/8/2024

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Exhibit A
Scope and pricing

LSP's Scope and responsibilities

1. The Licensed Support Provider (LSP) will resell all available Microsoft Licensed Support Provider (LSP) for Microsoft Master Microsoft Enterprise Agreement No. 8084445; Software Licensing, Software Support, Cloud Services such as Azure, Industry Solutions Delivery (ISD) formerly Microsoft Consulting Services (MCS), Microsoft Unified Support and Microsoft incident response. Microsoft Select Plus Agreement No. 7756479.

2. The agreement with LSP as a LSP of the Microsoft Products and Services under Microsoft EA No. 8084445 is available for use by the County of Riverside and governmental agencies within the State of California. The LSP will serve as the liaison between the political entity for enrollments under the Microsoft EA.

3. The LSP agrees to extend the same pricing, terms, and conditions to every political entity, special district, in the State of California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the LSP of their choosing; and County shall in no way be responsible to any LSP for other entities' purchases.

4. The LSP may remain the LSP for the Three 3-year duration of the Enrolled Affiliate's Enterprise Agreement Enrollment. All True-Ups during the 3-year enrollment (orders for new products, etc.) by Enrolled Affiliates are required to be submitted only through the Affiliate's selected LSP. Multiple LSP's cannot service a single Enterprise Agreement Enrollment. Enrolled Affiliate may at any time choose to transfer their current enrollment from one LSP to another LSP pursuant to the transfer terms set by Microsoft.

5. The Enrolled Affiliate shall work with the LSP to determine the annual payment, true-up commitment schedule defined in their enrollment.

6. Each Affiliate will communicate to the LSP the compensation terms applicable to their agreement.

7. The LSP will provide reports showing year to date annual spend according to Enrolled Affiliate's specifications. Frequency will be determined by each Enrolled Affiliate (ie: monthly, quarterly, etc.).

8. The LSP will provide reports of licenses purchased and added on to enrollment according to Enrolled Affiliate's specifications. (Intended for an enrollment that has licenses for multiple agencies within a governmental body - ie county, city, etc.) Frequency will be determined by each Enrolled Affiliate (ie: monthly, quarterly, etc.).

9. The LSP will provide, at the Enrolled Affiliate's request, a licensing portal that allows the tracking of licenses beyond the capabilities of the Microsoft VLSC. This portal will show, but not be limited to, all licenses on the current enrollment, quantities of said licenses, track licenses at department/agency levels, transfer licenses to and from each department/agency, and have reporting functionalities.

10. The LSP will provide training to the Enrolled Affiliate's Microsoft administrators on Microsoft portals such as the VLSC, Office 365, Azure, etc. within 30 days of receiving a purchase order for such products that introduce a new portal. LSP should outline what aspects of training they feel would be beneficial in their proposal.

11. The LSP will provide documentation to the Enrolled Affiliate within 90 days of when Microsoft has made a change to a license and advise of any grandfather or conversion rights within that same timeframe.

12. The LSP will 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.

13. The LSP will provide an updated price list on an annual basis or when Microsoft changes price point, whichever is sooner, in an Excel spreadsheet to the Enrolled Affiliate. This price list must capture, at minimum, the following categories for each product: SKU, product description, MSRP, NET (Level D), LSP's uplift and contracted unit price.

14. The LSP shall provide a list of enrollments. The list of enrollments is due 30 days after the contract signature and on January 15th of each calendar year during the agreement period. This list will include the agency name, contact person, email and phone number and annual spend. The intent of this is to track how many agencies within the State of California piggyback off of the Master Agreement.

15. The LSP will be charged 1.00% of the annual enrollment sales amount to leverage the Riverside County Master Microsoft Agreement No.8084445, and Select Plus Agreement No.7756479, which includes Software Licensing, Software Support, Cloud Services such as Azure, Industry Solutions Delivery (ISD), Microsoft Consulting Services (MCS), Microsoft Unified Support and Microsoft incident response. This administrative fee will be an annual fee, per enrollment inclusive of Affiliates Shadow Enrollments.

16. The Servicing LSP shall provide Microsoft Enterprise Support Services from Microsoft to assist customers leveraging this contract vehicle in operation of the technology acquired and assist Riverside Master Participants in maximizing the benefits of this investment.

17. The Servicing LSP shall provide the ability to for the acquisition of Microsoft services as the demand for individual product services or capabilities expand. The servicing LSP shall provide services to include Microsoft Unified, Industry Solutions Delivery (ISD), and Microsoft incident response. The Servicing LSP will have a valid Microsoft Master Services Agreement on file with Microsoft in order to resell Microsoft Unified Support, and Industry Solutions Delivery (ISD). Additionally, the contractor shall provide Microsoft dedicated Technical Support representatives and subject matter experts provided via the Microsoft enterprise agreement to support and assist Riverside County master participants in analyzing, architecting, implementing, managing, and operating solutions based on the licenses previously acquired or to be purchased in accordance with the terms of the Microsoft enterprise licensing program.

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18. LSP will be responsible for submitting a completed "Reporting of Active Enrollments" by January 15th of each year for the prior calendar year.

19. The County of Riverside Information Technology (RCIT) will invoice the Awarded LSP annually based on the enrollments verified from LSP Reporting of Active Enrollments.

20. Payment is due to Riverside County Information Technology thirty (30) days from invoice date.

21. The administrative fee shall not be included as an adjustment to LSP's Master Agreement pricing.

22. The administrative fee shall not be invoiced or charged to the Enrolled Affiliate.

23. Administrative fee checks shall be submitted to:

Riverside County Information Technology
Attn: Accounts Receivable
3450 14th Street, 4th Floor
Riverside, CA 92501

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Pricing:

1. Microsoft Enterprise License Subscription and services

Item Description	Price Level	Markup %
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	1.10
Enterprise Products (Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite).	Level D	1.10
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	1.10
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	1.10
All products for Select Plus Agreement No.7756479.		1.10
Microsoft Unified Support Services		2.00
Microsoft Consulting Services		2.00
Microsoft Incident Response		2.00

2. License Support Provider (LSP) Solution Area Specific Capability:

Solution Area Specific Capability	Number	Customer Size	Reference?
Number of successful customer production mail deployments/migrations?	5,000	500-100,000	Yes, Upon Request
Number of successful customer production SharePoint deployments/migrations?	5,000	500-100,000	Yes, Upon Request
Number of successful customer production Teams deployments/migrations?	2,000	500-100,000	Yes, Upon Request
Number of successful customer production Teams Voice deployments/PBX migrations?	100	500-100,000	Yes, Upon Request
Number of people with specialized expertise on technologies listed above	100	N/A	Yes, Upon Request

3. License Support Provider (LSP) service rates:

Data and Artificial Intelligent	Certified Competency (Yes/No)	Hourly Rate (On Premise)
Build Intelligent Apps	Yes	$300.00
Build Intelligent Agents	Yes	$300.00
Machine Learning	Yes	$300.00
Internet of Things	Yes	$300.00
Globally distributed data	Yes	$300.00
OSS Databases	Yes	$300.00
Cloud Scale Analytics	Yes	$300.00
Data Platform Modernization to Azure	Yes	$300.00
Windows Server on Azure	Yes	$300.00
Security & Management	Yes	$300.00
Datacenter Migration	Yes	$300.00
Modern Business Intelligence	Yes	$300.00
Copilot	Yes	$300.00
Biz Apps		
Customer Service	Yes	$300.00
Field Service	Yes	$300.00
Marketing	Yes	$300.00
Talent	Yes	$300.00
Finance and Operations	Yes	$300.00
Business Central	Yes	$300.00
Power Apps	Yes	$300.00
Power BI	Yes	$300.00
Apps and Infrastructure		
Azure Stack	Yes	$300.00
High Performance Compute	Yes	$300.00
Cloud Native Apps using Serverless	Yes	$300.00
Modernize Apps	Yes	$300.00
SAP on Azure	Yes	$300.00
Linux on Azure	Yes	$300.00
Dev Ops	Yes	$300.00
Business Continuity & Disaster Recovery	Yes	$300.00
Windows Server on Azure	Yes	$300.00
Security & Management	Yes	$300.00
Datacenter Migration	Yes	$300.00
Modern Workplace		
User Adoption & Change Management	Yes	$300.00
Security	Yes	$300.00
GDPR & Compliance	Yes	$300.00
Teamwork	Yes	$300.00
Calling & Meetings	Yes	$300.00
Modern Desktop	Yes	$300.00
Office 365 Migration Assistance	Yes	$300.00
Mail	Yes	$300.00
Teams	Yes	$300.00
SharePoint	Yes	$300.00
OneDrive	Yes	$300.00

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Exhibit B

LSP REPORTING OF ACTIVE ENROLLMENTS
MICROSOFT ENTERPRISE AGREEMENT No. 8084445

LSP Name	*Company name*
RIVCO Contract ID	**TBD**

Master Enrollment	Enrollment Number:	Enrollment Entity:	Start Date:	End Date:	Annual Sales Reporting Term: Calendar Year	Enrollment Contact:	Enrollment Contact Email:	Enrollment Contact Tel:
		County of Riverside	XX/XX/XXXX	XX/XX/XXXX		John Doe		

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Exhibit C
MICROSOFT LSP PARTICIPATION FORM

JIM SMITH
Chief Information Officer

DARRYL POLK
Chief Technology Officer

TRACY TILLMAN
Deputy Director Admin – IT

ANTHONY CHOGYOJI
Chief Information Security Officer

RCIT

MARTIN PEREZ, ACIO
Enterprise Applications Bureau

GUSTAVO VAZQUEZ, ACIO
Converged Communications Bureau

KARAN CHANDRAN, ACIO
Technology Services Bureau

Microsoft LSP Participation Form
(RFQ # ITARC-00532 Attachment 2)

Complete this form and return to:	Payment should be made to:
Attention: Linda Fakhouri E-mail: lfakhouri@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: Moitrayee Majumdar Title: Senior Proposal Specialist

Address: 290 Davidson Ave.

City: Somerset, NJ Zip Code: 08873 Telephone #: 888-764-8888

Fax #: 732-805-9669 Email: Moitrayee_Majumdar@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 # ITARC-00532 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 # ITARC-00532 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.

Moitrayee Majumdar
Signature

04/26/2024
Date

Moitrayee Majumdar
Printed Name

Senior Proposal Specialist
Title

Exhibit D
Microsoft EA Benefits for Government Agencies

E1 Reduced Paperwork

Reduced number of separate documents to review – by consolidating amendments into a single document. Many of the amendments previously required are now built into the enrollment document. Customers utilizing the County of Riverside EA Master Agreement may choose either an Enterprise Enrollment or a Server and Cloud Enrollment (or both) depending on their needs.

E2 Standard Pricing Across all platforms

Microsoft will provide LSP's (authorized EA LSPs on this contract) with Government Level-D, pricing off of published "LSP cost" all platforms. Azure discount is a factor of the consumption rate. This will make it easy when calculating New, Additional product, and True-up purchases at the beginning or during your Enterprise Agreement Term. It also reduces possible confusion among partners.

E3 No charge Onboarding Services

Microsoft assisted onboarding is now a benefit of Office 365, Microsoft Intune, Azure AD Premium and Azure RMS. Eligible customers will receive guidance from a dedicated group of onboarding experts known as the Microsoft FastTrack Center (FTC) to onboard to these services. The FTC uses an onboarding approach known as FastTrack to help you, your IT Team, and or Partner, confidently onboard new users and capabilities. Programs are subject to change and/or evolve.

E4 No Charge Security Incident Assistance

Microsoft will engage special security teams in the event of an exploit if your organization leverages Microsoft security technologies as part of your enterprise agreement commitment. These teams will help you identify and stop the malicious attack and triage the incident. See your Microsoft Sales Executive for more details.

E5 Raise and lower commitment for hosted services during the Enterprise Agreement Period

You can raise your commitment for hosted services like O365, CRM, Azure during the current EA year and only commit to the remaining months in that year. Example: your anniversary for your Year-2 term is in November and your adding 100 Office 365 users in May. You will only be obligated to pay for the 6 months leading to your anniversary. Additionally, you can now true-down hosted services at your anniversary to the original commitment level as well.

E6 Additional Software Assurance benefits

- With New Version Rights, you can upgrade each Microsoft product license that is covered by active Software Assurance to the most recent version for no additional cost. When a new version of Microsoft Office is released during the term of your agreement, your licenses are automatically upgraded to the new version.

- Office Roaming Use Rights: Help expand end-user productivity and extend the value of your virtual desktop environment with Office Roaming Use Rights, which lets users with Software

Assurance on Office, Project, or Visio remotely access their software on their virtual desktops from third-party devices.

- Spread Payments: Spread the costs of your License and Software Assurance purchase across three equal, annual sums versus one up-front payment to help reduce initial costs and aid in forecasting annual software budget requirements up to three years in advance. When you use the Spread Payments benefit, no interest or additional fees are incurred. You may also consider Microsoft Payment Solutions to help finance your technology needs, including software, services, partner products, and hardware. Although Microsoft Payment Solutions is not part of Software Assurance, you can choose it separate from, or in addition to, the Spread Payments benefit to create a customized payment structure.
- Step-Up Licensing: Volume Licensing customers with Software Assurance can migrate from a lower edition to a higher edition software product while maintaining their Software Assurance coverage on a given product. The Step-up License makes it easier for you to move from a lower level edition to a higher-level edition without incurring the full cost of licensing two separate editions of the software.

More information about the Software Assurance by products as listed above can be found at: https://www.microsoft.com/en-us/Licensing/licensing-programs/software-assurance-by-product.aspx?83ffdda4-a263-4123-9752-1122538c0a96=True

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Exhibit E
Microsoft Enterprise Agreements and Amendments

E1) Microsoft Enterprise Agreement No. 8084445.
E2) Microsoft Select Plus Agreement No. 7756479.
E3) Amendments No. 1- EA Custom Terms CTM (Document No. CTM-CPT-OPT-FWK)
E4) Amendments No. 2- EA Custom Terms (Document No. CTM-FWK-CTC-AGR).

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	8084445

RIVCO-8084445-M-AMD2

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

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

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

Contract Document	Number or Code
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
Amendment to Contract Documents	CTM-FWK-CTC-AGR (8084445)

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*	01/30/2020
Tax ID	

** indicates required field*

FORM APPROVED COUNTY COUNSEL
BY: SUSANNA N. OH DATE 1/30/2020

Microsoft Affiliate	
	Microsoft Corporation
Signature	
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	JAN 29 2020
Agreement Effective Date (may be different than Microsoft's signature date)	Shirley Snyder Duly Authorized on behalf of Microsoft Corporation

Microsoft
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 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 Volume Licensing

Amendment to Contract Documents

Agreement Number	8084445	RIVCO-8084445-M-AMD2

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.

Microsoft Services Amendment to the Enterprise Enrollment Federal, State and Local Government & Public Educational Institutions

Enrolled Affiliate is ordering Professional Services described in the attached Statement of Services (SOS) in connection with the Products licensed by Enrolled Affiliate under the Enrollment. The parties agree that the Enrollment is amended to add the following terms that shall apply to the services described in the SOS.

Terms and Conditions

1. Definitions. All terms defined in the Agreement and the Enrollment shall apply to this Amendment unless otherwise stated. Additional terms are defined as follows:

"**Customer**" means the legal entity that has entered into the Agreement;

"**Customer Data**" means all data, including all text, sound, software, image or video files that are provided to Microsoft by, or on behalf of, Customer and its Affiliates in connection with Professional Services;

"**day**" means a calendar day, except references that specify "business day";

"**Fix**" or "**Fixes**" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or that Microsoft provides to Customer when performing Professional Services to address a specific issue (including, but not limited to, workarounds, patches, bug fixes, beta fixes and beta builds);

"**Microsoft**" means the Microsoft Affiliate that has entered into the Agreement and its Affiliates, as appropriate;

"**Pre-Existing Work**" means any computer code or materials developed or otherwise obtained independently of the efforts of a party under a Statement of Services;

"**Professional Services**" means all Product support services and Microsoft consulting services or advice provided to Customer under this Amendment. "Professional Services" does not include Online Services;

"**Service Deliverables**" means any computer code or materials, other than Products or Fixes, that Microsoft leaves with Customer at the conclusion of Microsoft's performance of the Professional Services;

"**Statement of Services**" means any work orders, services descriptions, or other description of Professional Services that incorporates this Amendment;

"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 with;

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

2. ***Services.*** The precise scope of the Professional Services will be specified in a Statement of Services.

Customer or any of Customer's Affiliates may enter into Statements of Services under this Amendment with Microsoft's local Affiliates. Microsoft's ability to deliver the Professional Services depends upon Customer's full and timely cooperation, as well as the accuracy and completeness of any information Customer provides. This Agreement does not obligate either party or its Affiliates to enter into any Statements of Services.

3. ***Use, ownership, rights and restrictions.***

   a. ***Products.*** Unless otherwise specified in the Enrollment, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable license agreement.

   b. ***Fixes and Services Deliverables.***

      i. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If the Fix is not provided for a specific Product, any use terms Microsoft provides with the Fix will apply. If no use terms are provided, Customer shall have a non-exclusive, perpetual, fully paid-up license to use and reproduce the Fix solely for its internal business purposes. Customer may not modify, change the file name or combine any Fix with any non-Microsoft computer code, except as expressly permitted in the Agreement.

      ii. ***Pre-Existing Work.*** All rights in Pre-Existing Work will remain the sole property of the party providing the Pre-Existing Work. Each party may use, reproduce and modify the other party's Pre-Existing Work only as needed to perform obligations related to Professional Services.

      iii. ***Services Deliverables.*** Upon payment in full, Microsoft grants Customer a non-exclusive, non-transferable, perpetual license to reproduce, use and modify the Services Deliverables solely for Customer's internal business purposes, subject to the terms and conditions in this Amendment.

      iv. ***Affiliates' rights.*** Customer may only sublicense its rights in Services Deliverables and Sample Code granted hereunder to its Affiliates, but Customer's Affiliates may not sublicense these rights. Customer is responsible for ensuring its Affiliates' compliance with this Amendment.

   c. ***Non-Microsoft software and technology.*** Customer is solely responsible for any non-Microsoft software or technology that Customer installs or uses with the Products, Fixes or Services Deliverables. Customer may not install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this Amendment.

   d. ***Sample Code.*** Upon payment in full, Microsoft grants Customer a non-exclusive, perpetual, non-transferable license to use and modify any Software code provided by Microsoft for the purposes of illustration (**"Sample Code"**) and to reproduce and distribute the object code form of the Sample Code for Customer's internal business purposes only and not to any unaffiliated third party.

   e. ***Restrictions on use.*** Customer must not (and is not licensed to) (1) reverse engineer, de-compile or disassemble any Product, Fix or Service Deliverable; (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, Fix or Services Deliverable or restrictions in Product documentation. Except as expressly permitted in this Amendment or a Statement of Services, Customer must not distribute, sublicense, rent, lease or lend any Product, Fix or Service Deliverable, in whole or in part, or use them to offer hosting services to a third party.

f. ***Reservation of Rights.*** Products, Fixes, and Service Deliverables 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.

g. ***Supportability of Products.*** Support for Products is available under the terms of a licensing agreement, a separate Statement of Services or under the terms set forth at http://support.microsoft.com or a successor site.

*4. **Confidentiality.*** Subject to the requirements of Customer's public records and trade secret laws (if any):

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, and the terms of this Amendment. It includes, but is not limited to, non-public information regarding either party's products, features, marketing and promotions, and the negotiated terms of any Statement of Services.

Confidential Information does not include information that (a) becomes publicly available without a breach of this Amendment, (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 (collectively "Representatives") and then only on a need-to-know basis, under non-disclosure 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 party'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 use of information in representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Amendment or Trade Secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply for a period of five years after the confidential information is received.

*5. **Compliance with applicable laws, privacy and security.***

a. Customer consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Amendment. Customer will obtain all required consents from third parties (including Customer's contacts, resellers, distributors, administrators, and employees) under applicable privacy and data protection law before providing personal information to Microsoft.

b. Personal information collected through Professional Services (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its contractors 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 processing of personal data from the European Economic Area and Switzerland.

c. **U.S. Export.** Microsoft Products, Fixes and Services Deliverables are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft Products, services, and technologies.

*6. **Warranties.***

a. ***Limited warranties and remedies – Professional Services.*** Microsoft warrants that it will perform Professional Services with professional care and skill. If Microsoft fails to do so, and Customer notifies Microsoft within 90 days of the date the Professional Services were performed, then Microsoft will, at its discretion, either re-perform the Professional Services or return the price paid for them. These remedies are Customer's sole remedies for breach of warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

b. ***Exclusions.*** The warranties in this section do not cover problems caused by accident, abuse or use in a manner inconsistent with this Amendment, 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 Customer is permitted to redistribute. ***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, merchantability, fitness for a particular purpose, title and non-infringement.**

7. ***Defense of third-party claims.***

To the extent not prohibited by applicable law, 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 (subject to (subject to 28 U.S.C. § 516 is Customer is a Federal Government agency). 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 Customer against any third-party claim to the extent it alleges that any Fix or Services Deliverable made available by Microsoft for a fee and used within the scope of Section 3 of this Amendment (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, or 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 Fix or Services Deliverable with a functional equivalent; or (2) terminate Customer's license and refund any fees paid for such Fix(es) and Services Deliverable(s). Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product, Fix or Services Deliverable after being notified to stop due to a third-party claim.

b. **By Customer.** To the extent permitted by applicable law, Customer will defend Microsoft against any third-party claim to the extent it alleges that Customer's use of any Fix or Services Deliverable alone or in combination with anything else, violates the law or damages a third party.

c. Notwithstanding the foregoing, Microsoft's rights set forth in this section (and the rights of the third party claiming infringement) shall be governed by the provisions of 28 U.S.C. § 1498, if Customer is a Federal Government agency.

8. ***Limitations of liability.***

Each party's maximum, aggregate liability to the other is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the applicable Statement of Services, subject to the following.

a. **Free Professional Services and Distributable Code.** For Professional Services provided free of charge and code that Customer is authorized to redistribute to third parties without a separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5000.

b. **Exclusions. In no event will either party be liable for any 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.**

c. **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.

9. ***Term and termination.*** This Amendment will remain in effect until terminated.

Either party may terminate this Amendment at any time without cause by giving the other party at least 60 calendar days prior written notice. Terminating this Amendment will not affect any existing Statements of Services but will terminate the ability of the parties to enter into subsequent Statements of Services.

Customer may terminate a Statement of Services upon 30 days' notice. Either party to the Statement of Services may terminate it if the other party is in material breach or default of any obligation that is not cured within 30 calendar days' notice of such breach. Microsoft may terminate a Statement of Services if Customer fails to pay any invoice that is more than 60 days outstanding. Customer agrees to pay all fees for Professional Services performed and expenses incurred prior to termination and any additional amounts that may be specified in a Statement of Services. Upon Microsoft's receipt of payment for the Professional Services, Customer's interests in the Services Deliverables will vest.

10. ***Miscellaneous.***

a. ***Notices.*** Notices must be sent to the address on the signature page of this Amendment or on an applicable Statement of Services. All notices, authorizations, and requests given or made in connection with this Amendment 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 Customer about upcoming ordering deadlines, services and subscription information in electronic form, including by email to contacts provided by the Customer. Emails will be treated as delivered on the transmission date.

b. ***Applicable law; dispute resolution.*** This Amendment together with the applicable Statement of Services will be governed by the laws set forth in the Agreement.

c. ***Severability.*** If any provision of this Amendment is held to be unenforceable, the balance of the Amendment will remain in full force and effect.

d. ***Waiver.*** Failure to enforce any provision of this Amendment will not constitute a waiver. Any waiver must be made in writing and signed by an authorized representative of the waiving party.

e. ***Survival.*** All provisions survive termination or expiration of this Amendment, except those requiring performance only during the term of a Statement of Services.

f. ***Microsoft as independent contractor.*** The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's Confidential Information.

g. ***Use of contractors.*** Microsoft may use contractors to perform Professional Services but will be responsible for their performance subject to the terms of this Amendment.

h. ***Insurance while performing Professional Services on Customer's premises.*** Microsoft will maintain industry-appropriate insurance coverage at all times when performing Professional Services on Customer's premises under this Amendment via commercial insurance, self-insurance, or any other similar risk financing alternative. Microsoft will provide Customer with evidence of coverage on request.

i. ***Amendments.*** Any modification to this Amendment must be executed by both parties, except that Microsoft may change the Product Terms and Use Rights in accordance with the terms of the Agreement. Any additional or conflicting terms and conditions contained in Customer's purchase order are expressly rejected and will not apply.

j. ***No transfer of ownership.*** Microsoft does not transfer ownership rights in any Product. The Products are protected by copyright and other intellectual property rights, laws and international treaties.

k. ***Professional Services payment terms.*** Customer agrees to pay all fees in a Statement of Services within 30 days of the date of Microsoft's invoice unless the Statement of Services provides otherwise. Microsoft may assess a finance charge of the lesser of 18% per annum, accrued, calculated and payable monthly or the highest amount allowed by law on all past due amounts due to Microsoft. Microsoft will have no obligation to continue to provide Professional Services if Customer fails to make timely payment.

l. ***Taxes.*** If any amounts are to be paid to Microsoft, the amounts owed are exclusive of any taxes. Customer shall pay all value added, goods and services, sales, gross receipts or other transaction taxes, fees, charges or surcharges or other similar taxes, chares or fees or any regulatory cost recovery and other surcharges that are owed under this Amendment and which Microsoft is permitted to collect from Customer. Customer shall also be responsible for an applicable stamp taxes and for all other taxes that it is legally obligated to pay, including any taxes that arise on the distribution of provision of Professional Services by Customer to its Affiliates. Microsoft shall be responsible for payment of all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, or taxes on Microsoft's property ownership.

If any taxes are required to be withheld on payments made to Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority; provided however, that Customer shall promptly secure and deliver an official receipt for those withholdings and other documents reasonably requested by Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

m. **No third-party beneficiaries.** This Amendment does not create and third-party beneficiary rights.

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:

_Consulting Services Amendment for EA Attach.docx	CTM	CTM-FWK-CTC-AGR	BD

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 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 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 Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	

Proposal ID

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
Select Plus Agreement	X20-04874
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Select Plus Affiliate Registration Form	X20-04921
<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
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

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

Customer	
Name of Entity (must be legal entity name)* County of Riverside	
Signature*	FORM APPROVED COUNTY COUNSEL
Printed First and Last Name* Ines Mark	BY: NEAL R. KIPNIS DATE 7/17/13
Printed Title* Procurement Contract Specialist	
Signature Date* 07/17/2013	
Tax ID 95-6000930	

** indicates required field*

Microsoft Affiliate
Microsoft Licensing, GP
Signature _____ **Printed First and Last Name** **Printed Title** **Signature Date** (date Microsoft Affiliate countersigns)
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 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 Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Prepared By: Name of Preparer Email of Preparer

Microsoft Volume Licensing

Select Plus License Program Agreement State and Local

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This Microsoft Select Plus Agreement is entered into between the entities identified on the signature form.

Effective date. The effective date of this agreement is the effective date of the first Affiliate Registration Form or the date Microsoft accepts this agreement, whichever is earlier.

This agreement consists of (1) the terms and conditions of this agreement and all attachments identified therein, (2) the Product List, (3) the Product Use Rights applicable to Products licensed under this agreement, (4) any Affiliate registration entered into under this agreement, and (5) any Order submitted under this agreement.

The parties agree to be bound by the terms of this agreement.

Terms and Conditions

1. Definitions.

In this agreement the following definitions apply:

"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

"available" means, with respect to a Product, that Microsoft has made Licenses for that Product available for ordering under a particular licensing program;

"Commercial Product" means any Product Microsoft makes available for license for a fee;

"Contractor" means any third party supplier or other provider of computer technology or related services.

"Customer" means the entity that has entered into this agreement and its Affiliates;

"Customer Data" means all data, including all text, sound, software,or image files that are provided to Microsoft by, or on behalf of, Customer through Customer's use of the Online Services.

"Fixes" means Product fixes, modifications or enhancements or their derivatives that Microsoft releases generally (such as Commercial Product service packs);

"License" means Registered Affiliate's right to use the quantity of a Product ordered. For certain Products, a License may be available on a subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses under this agreement;

"L&SA" means a License and Software Assurance for any Product ordered;

"Microsoft" means the Microsoft entity that has entered into this agreement by accepting Customer's registration;

"Order" means the document Customer or Customer's Affiliate submits under this agreement to acquire Licenses or Services;

"Online Services" means the Microsoft-hosted services identified in the Online Services section of the Product List.

"Product" means all software, Online Services and other web-based services, including pre-release or beta versions, identified on the Product List.

"Product List" means, with respect to any licensing program, the statement published by Microsoft from time to time on the World Wide Web at http://www.microsoft.com/licensing/contracts, or at a successor site that Microsoft identifies, which identifies the Products that are or may be made available under the program (which availability may vary by region) and any Product-specific conditions or limitations on the acquisition of licenses for those Products;

"Product Use Rights" means, with respect to any licensing program, the use rights for each Product and version published for that licensing program at http://www.microsoft.com/licensing/contracts or at a successor site.

"Qualifying Contract," means (1) an Enterprise Enrollment under a Microsoft Enterprise Agreement; (2) any Enterprise Subscription Enrollment entered into under a Microsoft Enterprise Subscription Agreement, or a Select Agreement.

"Registered Affiliate" means an entity, either Customer or any one of Customer's Affiliates, identified on an affiliate registration form that has been accepted by Microsoft and has submitted an Order under this agreement;

"Reseller" means a large account reseller authorized by Microsoft to resell Licenses in a Registered Affiliate's region under this program;

"Service Level Agreement" means the document specifying the standards Microsoft agrees to adhere to and by which it measures the level of service for an Online Service.

"Software Assurance" means an annuity offering that provides new version rights and other benefits for Products as described in the Product List;

"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.

2. How the Select Plus License program works.

The Select Plus License program allows Registered Affiliates to acquire Licenses at discount pricing. Customer and Customer's Affiliates can participate in this program if Customer or Customer's Affiliate (1) submits an Order meeting the initial minimum order quantity, (2) maintains at least one active Qualifying Contract, or (3) has purchased the minimum order quantity during the 12 months preceding the effective date of this agreement. Notwithstanding any other provision of this agreement, only Registered Affiliates identified in a Registration Form will be responsible for complying with the terms of that registration, including the terms of this agreement incorporated by reference in that registration.

a. **How Registered Affiliates acquire Licenses.** A Registered Affiliate will acquire its Licenses through its chosen Reseller. Orders will be made out to and submitted to the Registered Affiliate's Reseller. Microsoft will invoice that Reseller according to the terms in the applicable registration. *The Reseller and the Registered Affiliate will determine the Registered Affiliate's actual price and payment terms.*

b. **Choosing and maintaining a Reseller.** Each Registered Affiliate must choose and maintain a Reseller authorized in the Registered Affiliate's region.

c. **Online Services.** Online Services are provided as subscription services and are subject to the unique terms set forth in the Product Use Rights and the Product List.

3. How to establish price level.

Establishing price levels. Each Product offering is assigned a point value on the Product List and is assigned to a Product pool. . The Customer's price level for a pool applies to purchases made by all Registered Affiliates under this agreement. Throughout the term of this agreement, the Customer's price level for each Product and its associated Pool (Applications, Systems and Servers) will be level "D." Customer does not need to acquire Products in all pools. The price Microsoft will invoice Reseller will be based on Customer's price level for the pool of the Product ordered. *Throughout this agreement the term "price" refers to reference price.*

4. License grant — what Registered Affiliates are licensed to run.

Registered Affiliates have the rights below once their registration is accepted by Microsoft. These rights apply to the Licenses obtained under this agreement and are not related to any order of, or fulfillment of, software media.

The ability to run current or later versions of a Product licensed under this agreement could be affected by minimum system requirements or other factors (e.g., hardware or other software).

a. **General**. At any time after their registration has been accepted by Microsoft, a Registered Affiliate may run for its own benefit as many copies as it chooses, of any available Products it chooses, provided that it submits Orders for all copies in the month in which those copies are first run.

b. **Use by Affiliates**. A Registered Affiliate may sublicense the right to use the Products ordered under this agreement to any of its Affiliates, but Affiliates may not sublicense these rights and their use must be consistent with the License terms contained in this agreement.

c. **When Licenses become perpetual.**

(i) **License only.** Registered Affiliate's right to run copies of any Product for which it orders only a License is temporary until the Registered Affiliate has paid for that License in full and Microsoft has collected such payment. Thereafter, Registered Affiliate will have a perpetual License to run the number of copies ordered in the version ordered.

(ii) **L&SA or Software Assurance.** Registered Affiliate's right to run copies of any Product for which it orders L&SA or Software Assurance is temporary until:

1) the Registered Affiliate has paid all installments of the price for such coverage and the Order or renewal term during which such Product Licenses were ordered has expired or been renewed or

2) the Registered Affiliate is otherwise eligible for perpetual Licenses as provided in this agreement.

Thereafter, the Registered Affiliate will have perpetual Licenses to run the Products ordered in the latest versions available as of the date of expiration, renewal, or termination (or any prior version) for the number of copies ordered or renewed.

(iii) **Subscription Licenses.** Subscription Licenses are not perpetual under any circumstances.

d. **Perpetual Licenses through Software Assurance.** Any perpetual Licenses received through Software Assurance supersede and replace the underlying perpetual Licenses for which that Software Assurance coverage was ordered. All perpetual Licenses acquired under this agreement remain subject to the terms of this agreement and the applicable Product Use Rights.

e. **Non-Perpetual Licenses.** Some Products may be licensed on a fixed term or subscription basis. The right to Use Products licensed on a subscription basis terminates upon expiration of the subscription agreement if it is not renewed.

f. **License confirmation.** This agreement, the applicable Order, the Registered Affiliate's Order confirmation, and any documentation evidencing transfers of Licenses, together with proof of payment, will be the Registered Affiliate's evidence of all Licenses obtained under its Order as described in this agreement.

g. **Prior version rights.** A Registered Affiliate may run prior versions of any Product it Licenses under this agreement. A Registered Affiliate may run different language versions of any Product it Licenses under this agreement, provided that the License, L&SA, or Software Assurance for that different language version is available at the same, or lower price, than the price paid for the language version ordered of the same Product and License type.

5. *How to know what Product Use Rights apply.*

a. **Product Use Rights.** Microsoft publishes Product Use Rights for each version of each Product. The latest version of the Product Use Rights is available at http://www.microsoft.com/licensing/contracts.

(i) **Product Use Rights for current and future versions of Products.** The Product Use Rights in effect on the effective date of the agreement will apply to all Registered Affiliates' use of then-current versions of each Product, regardless of the date of the Order. For future versions, the Product Use Rights in effect when those future versions are first released will apply. In both cases, subsequent changes made by Microsoft to the Product Use Rights for a particular version will not apply to Registered Affiliates' use of that version.

(ii) **Product Use Rights for earlier versions (downgrade).** If a Registered Affiliate runs an earlier version of a Product than the version that was current on the agreement effective

date, the Product Use Rights for the version licensed, not the version being run, will apply. However, if the earlier version includes components that are not part of the licensed version, any Product Use Rights specific to those components will apply to the Registered Affiliate's use of those components.

b. **Reservation of rights.** All rights not expressly granted are reserved by Microsoft. In lieu of Customer's obligation to indemnify Microsoft under various provisions of the Product Use Rights, Customer will be responsible for any cost or damages arising from any claim to which Customer's indemnity obligation would otherwise apply.

6. *How to order Product Licenses.*

a. **Placing Orders.** Registered Affiliate may purchase Licenses and Online Services Microsoft makes available under this program by placing Orders with Registered Affiliate's authorized Reseller. The price and payment terms for all Orders will be determined by agreement between Registered Affiliate and its Reseller. When placing orders, a Registered Affiliate must specify the country or countries where the Registered Affiliate will use the Licenses.

Microsoft may refuse to accept an Order if Microsoft has a business reason to do so. Microsoft may change the Products and subscription services available under this program.

b. **When is the Registered Affiliate eligible to order just Software Assurance?** A Registered Affiliate may order Software Assurance for copies of a Product, without the need to simultaneously order a new License for those copies, in each of the following circumstances:

(i) Registered Affiliate may order Software Assurance for copies of Products for which the Registered Affiliate has previously obtained perpetual Licenses through Upgrade Advantage, Software Assurance, or any similar upgrade protection, so long as the Order for Software Assurance under this Agreement becomes effective no later than one day following the expiration of that upgrade protection, and (2) Registered Affiliate submits an order for another term of Software Assurance for those Licenses prior to or at the expiration of the previous term.

(ii) During the term of the Agreement (including any renewal term), a Registered Affiliate may be eligible to order Software Assurance for copies of certain Products licensed through retail sources or from an original equipment manufacturer ("OEM"), provided that the Registered Affiliate places its Order within the required time frame. The Product List at http://www.microsoft.com/licensing/contracts identifies those Products that may be enrolled in Software Assurance and the applicable time frame for placing an Order.

(iii) A Registered Affiliate may also order Software Assurance in any other circumstances expressly permitted in the Product List.

(iv) A Registered Affiliate may renew Software Assurance ordered under this Agreement at the time it renews its Order as described in the section titled "How to renew an Order."

c. **How to confirm Orders.** Information about Orders, including an electronic confirmation of each Order, will be provided in a password-protected site on the World Wide Web at https://www.microsoft.com/licensing/servicecenter/ or a successor site that will be identified. Upon Microsoft's acceptance of this agreement, Registered Affiliate's contact identified for this purpose will be provided access to this site.

d. **Invoices and payments.** For any Orders for Software Assurance or L&SA, if the Registered Affiliate elects to spread its payments over three years rather than payment in a lump sum, it may make this election with its Reseller. In such cases, Microsoft will invoice the Registered Affiliate's Reseller in installments, the first installment upon receipt of the Order and subsequent installments on each anniversary of the Order or the Affiliate anniversary month. Any amounts for Licenses only (i.e. without accompanying Software Assurance) will be invoiced to the Registered Affiliate's Reseller in full upon receipt of the Order.

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

7. *Making copies of Products and re-imaging rights.*

a. **General.** The Registered Affiliate may make as many copies of the Products as it needs to distribute them within its organization. Copies must be true and complete (including copyright and trademark notices), from master copies obtained from a Microsoft approved fulfillment source. The Registered Affiliate may use a third party to make these copies, but the Registered Affiliate agrees that it will be responsible for that third party's actions. The Registered Affiliate agrees to use reasonable efforts to make its employees, agents and any other individuals that it allows to use the Products aware that the Products are licensed from Microsoft and can only be transferred subject to the terms of this agreement.

b. **Copies for training, evaluation, and back-up.** The Registered Affiliate may (1) use up to 20 complimentary copies of any Product in a dedicated training facility on its premises, (2) use up to 10 complimentary copies of any Product 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.

c. **Right to "re-image."** In certain cases, re-imaging is permitted using the volume licensing program Product media. If the Microsoft Product(s) is licensed (1) from an original equipment manufacturer (OEM), (2) as full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this agreement may be generally 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 owned from the 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) must be identical to the Product type from the separate source.

(iv) Any Product-specific requirements for re-imaging identified in the Product List.

(v) Re-images made under this subsection remain subject to the terms and use rights provided with the License from the separate source. This subsection does not create or extend any warranty or support obligation.

8. *Transferring and reassigning Licenses.*

a. **License transfers.** License transfers are not permitted, except that Customer may transfer fully-paid perpetual licenses to:

Transferring Licenses to third parties. You may transfer fully-paid perpetual Licenses:

(i) if you are an agency of a state or local government to: (a) any other government agency, department, instrumentality, division, unit or other office of your state or local government that is supervised by or is part of you, or which supervises you or of which you are a part, or which is under common supervision with you; (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of your state and located within

your state's jurisdiction and geographic boundaries; and (iii) any other entity expressly authorized by the laws of your state to purchase under state contracts, or (b) an unaffiliated third party in connection with a privatization of an affiliate of agency as set forth in (a) above or of an operating division of the Enrolled Affiliate or one if its affiliates as set forth in (a) above, a reorganization, or a consolidation.

Customer must notify Microsoft of a transfer of license by completing a transfer notice form, which can be obtained from http://www.microsoft.com/licensing/contracts and send the completed form to Microsoft before the license transfer. No License transfer will be valid unless Customer provides to the transferee, and the transferee accepts in writing, the applicable Product Use Rights, use restrictions, limitations of liability (including exclusions and warranty provisions), and the transfer restrictions described in this section. Any license transfer not made in compliance with this section will be void.

b. **Internal Reassignment of Licenses and Software Assurance.**

(i) **For Products other than the desktop operating system upgrade**. For Products other than the desktop operating system upgrade, Registered Affiliate may internally reassign Licenses to an Affiliate. However, Registered Affiliate may not reassign Licenses on a short-term basis (90 days or less), or reassign Software Assurance or other upgrade coverage separately from the underlying License, except as provided otherwise in this agreement.

(ii) **For desktop operating systems**. The Registered Affiliate may not reassign desktop operating system upgrade Licenses from one computer to another. The Registered Affiliate may internally reassign Software Assurance coverage on desktop operating systems upgrades from the original computer to a replacement computer internally, as long as (1) the replacement computer is licensed to run the latest version of that operating system, and (2) the Registered Affiliate removes any desktop operating system upgrades from the original computer.

9. *Term and termination.*

a. **Term.** This agreement will remain in effect unless it is terminated by either party as described below.

b. **Termination without cause.** Either party may terminate this agreement without cause upon 60 days written notice. Such termination will merely terminate either party's and its Registered Affiliates' ability to place Orders under this agreement. Such termination will not affect any Orders not otherwise terminated, and any terms of this agreement applicable to any Orders not otherwise terminated will continue in effect with respect to that Order.

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 breach.** Either party to an Order may terminate it if the other party materially breaches its obligations under this agreement, including any obligation to pay amounts owed. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice and opportunity to cure. If Microsoft gives such notice to a Registered Affiliate, Microsoft will give Customer a copy of that notice as well and Customer agrees to assist in attempting to resolve the problem. If the problem also affects other Affiliate registrations and cannot be resolved between Customer and Microsoft within a reasonable period of time, Microsoft may also terminate this agreement and all other Affiliate registrations under it, unless the basis for termination of the registration is non-appropriation of funds to the registered affiliate, in which event Microsoft may only terminate the affected registration(s). If a Registered Affiliate ceases to be an

Affiliate of Customer, Customer must promptly notify Microsoft of this fact, and Microsoft may terminate the divested Registered Affiliate's registration.

e. **Affiliate termination.** If (1) a Registered Affiliate terminates its registration as a result of a breach by Microsoft, or (2) if Microsoft terminates Registered Affiliate's registration because it has ceased to be an Affiliate of Customer, or (3) Registered Affiliate terminates a registration for non-appropriation of funds, or (4) Microsoft terminates a registration for non-payment due to non-appropriation of funds,, then the Registered Affiliate will have the following options with regard to any Orders it has under the agreement:

(i) For Licenses available on a perpetual basis, it may immediately pay the total remaining amount due, including all installments, in which case the Registered Affiliate will have perpetual Licenses for all copies of the Products it has ordered, or

(ii) It may pay only amounts due as of the termination date, in which case the Registered Affiliate will have perpetual Licenses for:"

1) all copies of all Products for which payment has been made in full (including the latest version of Products under Software Assurance coverage), and

2) the number of copies of Products it has ordered (including the latest version of Products under Software Assurance) for which payment has been made in installments that is proportional to the total of payments made versus total amounts due if the early termination had not occurred.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated registration.

f. **Effect of termination.** When this agreement, a registration or an Order is terminated,

(i) Each affected Registered Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an Order. Except for the options provided above in the event of termination of a Registered Affiliate's registration, any and all unpaid payments or any order of any kind, including subscription services, immediately become due and payable.

(ii) Registered Affiliate's right to Software Assurance benefits under this agreement ends for all Software Assurance for which payment has not been made in full.

10. How to renew an Order.

Microsoft will provide prior notice of expiration of any Software Assurance ordered under the agreement advising Customer of its Software Assurance renewal options. Microsoft may make a change to this program that will make it necessary for Customer to enter into a new agreement to renew Software Assurance.

To maintain Software Assurance coverage for any copies previously ordered under this agreement, Registered Affiliate must submit an Order for another term of Software Assurance for those Licenses prior to or on the expiration of the previous term.

Consequences of non-renewal. If Registered Affiliate elects not to place another Order for Software Assurance and it otherwise allows Software Assurance for any copies of any Products licensed to lapse, then the Registered Affiliate will not be permitted to order Software Assurance for those copies later without first acquiring L&SA.

Renewing Software Assurance. If Registered Affiliate is placing an Order for Software Assurance from multiple Select programs or is consolidating multiple previous Enrollments or agreements into this agreement, please complete the multiple previous Enrollment form.

11. *Restrictions on use.*

Registered Affiliate must not:

a. separate and use the components of a Product on two or more computers, upgrade or downgrade components at different times, or transfer components separately, except as provided in the Product Use Rights;

b. reverse engineer, decompile or disassemble any Product or Fix, except where applicable law permits it despite this limitation; or

c. distribute, sublicense, rent, lease, lend, or host any Product or Fix except as permitted by this Agreement, the Product Use Rights, or in a separate written agreement

12. *Confidentiality.*

To the extent permitted by applicable law, the terms and conditions of this Agreement is confidential. Neither party will disclose such terms and conditions, or the substance of any discussions that led to them, to any third party other than Affiliates or agents, or to designated or prospective resellers who: (1) have a need to know such information in order to assist in carrying out this agreement; and (2) have been instructed that all such information is to be handled in strict confidence.

For the avoidance doubt, the parties acknowledge that this Confidentiality provision recognizes that when there is a business need to do so, Microsoft and Customer may need to share/exchange their respective Confidential Information with each other to develop a more meaningful business relationship. This section provides Microsoft and Customer with a well-balanced, commercially reasonable and comprehensive set of confidentiality terms that enable both parties to share/exchange a wide range of Confidential Information with each other knowing with confidence that significant confidentiality protections are in place. The confidentiality terms denoted below do not govern Microsoft's handling of Customer Data. In all instances under this Agreement, Microsoft's handling of Customer Data shall be governed as described under various other provisions of this Agreement and by Microsoft's data security policy.

a. **What is included.** "Confidential Information" is non-public information, know-how and Trade Secrets in any form that are designated as "confidential" or a reasonable person knows or reasonably should understand to be confidential. It includes non-public information regarding either party's products or customers, marketing and promotions, or the negotiated terms of Microsoft agreements.

b. **What is not included.** The following types of information, however marked, are not Confidential Information. Information that:

   (i) is, or becomes, publicly available without a breach of this agreement;

   (ii) was lawfully known to the receiver of the information without an obligation to keep it confidential;

   (iii) is received from another source who can disclose it lawfully and without an obligation to keep it confidential;

   (iv) is independently developed; or

   (v) is a comment or suggestion one party volunteers about the other's business, products or services.

c. **Treatment of Confidential Information.**

   (i) In general. Subject to the other terms of this agreement, each party agrees:

      1) it will not disclose the other's Confidential Information to third parties; and

      2) it will use and disclose the other's Confidential Information only for purposes of the parties' business relationship with each other.

(ii) **Security precautions.** Subject to the other terms of this agreement, each party agrees:

1) to take reasonable steps to protect the other's Confidential Information -- these steps must be at least as protective as those the party takes to protect its own Confidential Information;

2) to notify the other promptly upon discovery of any unauthorized use or disclosure of Confidential Information; and

3) to cooperate with the other to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it.

(iii) **Sharing Confidential Information with Affiliates and representatives.**

1) A "Representative" is an employee, contractor, advisor, or consultant of one of the parties or of one of the parties' Affiliates.

2) Each party may disclose the other's confidential information to its Representatives (who may then disclose that Confidential Information to other of that party's Representatives) only if those Representatives have a need to know about it for purposes of the parties' business relationship with each other. Before doing so, each party must:

A. ensure that Affiliates and Representatives are required to protect the Confidential Information on terms consistent with this agreement; and

B. accept responsibility for each Representative's use of Confidential Information.

3) Neither party is required to restrict work assignments of Representatives who have had access to Confidential Information. Neither party can control the incoming information the other will disclose to it in the course of working together, or what that party's Representatives will remember, even without notes or other aids. Each party agrees that use of information 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.

(iv) **Disclosing Confidential Information if required to by law.** Each party may disclose the other's Confidential Information if required to comply with a court order or other government demand that has the force of law. Before doing so, each party must seek the highest level of protection available and, when possible, give the other enough prior notice to provide a reasonable chance to seek a protective order.

d. **Length of Confidential Information obligations.** Except as permitted above, neither party will use or disclose the other's Confidential Information for five years after it is received. The five-year time period does not apply if applicable law requires a longer period or the Product Use Rights provide a more specific requirement.

13. *Warranties.*

a. **Limited warranty.** Microsoft warrants that:

(i) Online Services will perform in accordance with the applicable Service Level Agreement;

(ii) Products other than Online Services will perform substantially as described in the applicable Microsoft user documentation; and

b. **Limited warranty term.** The limited warranty for:

(i) Online Services is for the duration of Customer's use of the Online Service, subject to the notice requirements in the applicable Service Level Agreement;

(ii) Products other than Online Services is one year from the date Customer first uses the Product; and

c. **Limited warranty exclusions.** This limited warranty is subject to the following limitations:

(i) any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty;

(ii) the limited warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with this agreement or the Product Use Rights, or resulting from events beyond Microsoft's reasonable control;

(iii) the limited warranty does not apply to components of Products that Customer is permitted to redistribute;

(iv) the limited warranty does not apply to free, trial, pre-release, or beta products; and

(v) the limited warranty does not apply to problems caused by the failure to meet minimum system requirements.

d. **Remedies for breach of limited warranty.** If Microsoft fails to meet any of the above limited warranties and Customer notifies Microsoft within the warranty term, then Microsoft will:

(i) for Online Services, provide the remedies identified in the Service Level Agreement for the affected Online Service;

(ii) for Products other than Online Services, at its option either (1) return the price paid or (2) repair or replace the Product; and

These are Customer's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.

e. **DISCLAIMER OF OTHER WARRANTIES. OTHER THAN THIS LIMITED WARRANTY, MICROSOFT PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. MICROSOFT DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES, OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM.**

14. *Defense of infringement, misappropriation, and third party claims.*

a. **Microsoft's agreement to protect.** Microsoft will defend Enrolled Affiliate against any claims made by an unaffiliated third party that any Product or Fix that is made available by Microsoft for a fee infringes that party's patent, copyright, or trademark or makes unlawful use of its Trade Secret. Microsoft will also pay the amount of any resulting adverse final judgment (or settlement to which Microsoft consents). This section provides Enrolled Affiliate's exclusive remedy for these claims.

b. **Limitations on defense obligation.** Microsoft's obligations will not apply to the extent that the claim or award is based on:

(i) Customer Data, non-Microsoft software, modifications Enrolled Affiliate makes to, or any specifications or materials Enrolled Affiliate provides or makes available for, a Product or Fix. ;

(ii) Enrolled Affiliate's combination of the Product or Fix with a non-Microsoft product, data or business process; or damages based on the use of a non-Microsoft product, data or business process; ;

(iii) Enrolled Affiliate's use of either Microsoft Trademarks or the use or redistribution of a Product or Fix in violation of this agreement or any agreement incorporating its terms or;

(iv) Enrolled Affiliate's use of a Product or Fix after Microsoft identifies Enrolled Affiliate to discontinue that use due to a third party claim.

To the extent permitted by applicable law, Enrolled Affiliate will be responsible Microsoft for any costs or damages that result from any of the above actions.

c. **Enrolled Affiliate's agreement to protect.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft and its Affiliates against any claims made by an unaffiliated third party that:

(i) any Customer Data or non-Microsoft software Microsoft hosts on Customer's behalf infringes the third party's patent, copyright, or trademark or makes unlawful use of its Trade Secret;or

(ii) Arises from violation of the Acceptable use Policy, which is described in the Product Use Rights.

Customer will be responsible for the amount of any resulting adverse final judgment (or settlement to which it consents). This Section provides Microsoft's exclusive remedy for these claims.

d. **Rights and remedies in case of possible infringement or misappropriation.**

(i) Microsoft's offerings. If Microsoft reasonably believes that a Product or Fix may infringe or misappropriate a third-party's intellectual property rights, Microsoft will seek to: (1) procure for Enrolled Affiliate the right to continue to use the Product or Fix; or (2) modify or replace it with a functional equivalent to make it non-infringing and notify Enrolled Affiliate to discontinue use of the prior version, which Enrolled Affiliate must do immediately. If the foregoing options are not commercially reasonable for Microsoft, or if required by a valid judicial or government order, Microsoft may terminate Enrolled Affiliate's license or access rights in the Product or Fix. In such a case, Microsoft will provide Enrolled Affiliate with notice and refund any amounts Enrolled Affiliate has paid for those rights to the Product or Fix (or for Online Services, any amount Enrolled Affiliate has paid in advance for unused Online Services).

(ii) Customer Data or use of non-Microsoft software with Online Services. If an unaffiliated third party asserts that Customer Data or non-Microsoft software or technology used by Enrolled Affiliate the Online Services violates their intellectual property rights, Microsoft may ask Customer to remove the allegedly infringing item. If Enrolled Affiliate fails to do so within a reasonable period of time, Microsoft may suspend or terminate the Online Service to which the Customer Data or non-Microsoft software relates.

e. **Obligations of protected party**. Enrolled Affiliate must notify Microsoft promptly in writing of a claim subject to the Subsection titled "Microsoft's agreement to protect" and Microsoft must notify Enrolled Affiliate promptly in writing of a claim subject to the Subsection titled "Customer's agreement to protect." The party invoking its right to protection must (1) give the other party sole control over the defense or settlement; and (2) provide reasonable assistance in defending the claim. The party providing the protection will reimburse the other party for reasonable out of pocket expenses that it incurs in providing assistance.

15. Limitation of liability.

a. **Limitation on liability.** To the extent permitted by applicable law, the liability of each party, its Affiliates, and its Contractors arising under this agreement is limited to direct damages up to (1) for Products other than Online Services, the amount Customer paid for the Product giving rise to that liability and (2) for Online Services, the amount Customer was required to pay for the Online Service giving rise to that liability during the prior 12 months. In the case of Products provided free of charge, or code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to U.S.

$5,000. These limitations apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. However, these monetary limitations will not apply to:

(i) Microsoft's and Customer's obligations under the section titled "Defense of infringement, misappropriation, and third party claims";

(ii) liability for damages caused by either party's gross negligence or willful misconduct, or that of its employees or its agents, and awarded by a court of final adjudication (provided that, in jurisdictions that do not recognize a legal distinction between "gross negligence" and "negligence," "gross negligence" as used in this subsection shall mean "recklessness");

(iii) liabilities arising out of any breach by either party of its obligations under the section entitled "Confidentiality", except that Microsoft's liability arising out of or in relation to Customer Data shall in all cases be limited to the amount Customer paid for the Online Service giving rise to that liability during the prior 12 months;

(iv) liability for personal injury or death caused by either party's negligence, or that of its employees or agents, or for fraudulent misrepresentation; and

(v) violation by either party of the other party's intellectual property rights.

b. **EXCLUSION OF CERTAIN DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES, OR CONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATIONS (EXCEPT TO THE EXTENT THAT SUCH VIOLATION RELATES TO CUSTOMER DATA), THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR THE PARTIES' RESPECTIVE OBLIGATIONS IN THE SECTION TITLED "DEFENSE OF INFRINGEMENT, MISAPPROPRIATION, AND THIRD PARTY CLAIMS."**

c. **Affiliates and Contractors.** Neither Microsoft nor Customer shall bring any action against the other's Affiliates or Contractors in respect of any matter disclaimed on their behalf in this agreement. Each party will indemnify the other in the event of any breach of this provision.

16. *Verifying compliance.*

a. **Right to verify compliance.** Customer must keep records relating to the Products it and its Affiliates use or distribute. Microsoft has the right, to the extent permitted by applicable law, to verify compliance with the license terms for the Products, at Microsoft's expense.

b. **Verification process and limitations.** Microsoft will provide customer at least 30 days' notice of its intent to verify compliance. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Verification will take place during normal business hours and in a manner that does not interfere unreasonably with Customer's operations. Customer must promptly provide the independent auditor with any information it reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products Customer hosts, sublicenses, or distributes to third parties. As an alternative, Microsoft may require Customer to complete Microsoft's self-audit process relating to the Products Customer and any of its Affiliates use or distribute. Such information will be used solely for purposes of determining compliance.

c. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use, Customer must within 30 days order sufficient licenses to cover its use. If there is no

unlicensed use, Microsoft will not undertake another verification of the same Customer 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.

17. *Non-Microsoft Software or Technology.*

a. Registered Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes. Microsoft is not a party to and is not bound by any terms governing Enrolls use of non-Microsoft software or technology. Without limiting the foregoing, non-Microsoft software or scripts linked to or referenced from any Product website, are licensed to Registered Affiliate under the open source licenses used by the third parties that own such code, not by Microsoft.

b. If Registered Affiliate installs or uses any non-Microsoft software or technology with the Products or Fixes, it directs and controls the installation in and use of such software or technology in the Products or Fixes, through its actions (e.g., through Registered Affiliate's use of application programming interfaces and other technical means that are part of the Online Services). Microsoft will not run or make any copies of such non-Microsoft software or technology outside of its relationship with Registered Affiliate.

c. If Registered Affiliate installs or uses any non-Microsoft software or technology with the Products or Fix, it may not do so in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in the agreement.

18. *Miscellaneous.*

a. **Notices to Microsoft.** Notices, authorizations, and requests in connection with this agreement must be sent by regular or overnight mail, express courier, or fax to the addresses and numbers listed in this agreement. Notices will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery.

Copies should be sent to:
Microsoft Corporation Legal and Corporate Affairs Volume Licensing Group One Microsoft Way Redmond, WA 98052 USA Via Facsimile:(425) 936-7329

b. **Assignment.** Either party may assign this agreement to an Affiliate only. Assignment will not relieve the assigning party of its obligations under the assigned agreement. If either party assigns this agreement, it must notify the other party of the assignment in writing.

c. **Subcontractors.** Microsoft may use contractors to perform Services and support Online Services. Microsoft will be responsible for their performance subject to the terms of this agreement.

d. **Severability.** If a court holds any provision of this agreement to be illegal, invalid or unenforceable, the rest of the document will remain in effect and this agreement will be amended to give effect to the eliminated provision to the maximum extent possible.

e. **Waiver.** A waiver of any breach of this agreement is not a waiver of any other breach. Any waiver must be in writing and signed by an authorized representative of the waiving party.

f. **Applicable law; dispute resolution.** The terms of this agreement will be governed by the laws of Registered Affiliate's state, without giving effect to its conflict of laws. Disputes relating to this agreement will be subject to applicable dispute resolution laws of Registered Affiliate's state.

g. **This agreement is not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft software.

h. **Entire agreement.** This agreement, the Product List, all registrations under this agreement, and the Product Use Rights constitute the entire agreement concerning the subject matter and supersede any prior or contemporaneous communications. In the case of a conflict between any of these documents that is not resolved expressly in the documents, their terms will control in the following order: (1) these terms and conditions and the accompanying signature form; (2) the Product List; (3) the Product Use Rights; (4) all registrations under this agreement; and (5) all Orders submitted under this agreement. The terms of any purchase order or any general terms and conditions Customer maintains do not apply.

i. **Survival.** Provisions regarding ownership and License rights, fees, Product use rights, restrictions on use, evidence of perpetual Licenses, transfer of Licenses, warranties, defense of infringement and misappropriation claims, limitations of liability, confidentiality, compliance verification, open source license restrictions, obligations on termination or expiration and the other provisions in this section entitled "Miscellaneous" will survive termination or expiration of this agreement and of any agreement in which they are incorporated.

j. **No transfer of ownership.** Microsoft does not transfer any ownership rights in any licensed Product. Microsoft reserves all rights not specifically granted. The Products are protected by copyright and other intellectual property rights laws and international treaties.

k. **Free Products.** It is Microsoft's intent that the terms of this agreement and the Product Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Registered Affiliate is for the sole use and benefit of the Registered Affiliate, and is not provided for use by or personal benefit of any specific government employee.

l. **Amending the agreement.** This agreement (except the Product List and the Product Use Rights) can be changed only by an amendment signed by both parties.

m. **Resellers and other third parties cannot bind Microsoft.** Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

n. **Privacy and Security.** Microsoft and Enrolled Affiliate will each comply with all applicable privacy and data protection laws and regulations (including applicable security breach notification law). However, Microsoft is not responsible for compliance with any laws applicable to Enrolled Affiliate or Enrolled Affiliate's industry that are not also generally applicable to information technology services providers. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. Enrolled Affiliate may choose to provide personal information to Microsoft on behalf of third parties (including Enrolled Affiliate's contacts, resellers, distributors, administrators, and employees) as part 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.

   The personal information Enrolled Affiliate provides in connection with this agreement will be processed according to the privacy statement available at https://www.microsoft.com/licensing/servicecenter (see footer), except that Product-specific privacy statements are in the Product use rights. Personal data collected through Products or Services may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities. By using the Products or Services, Customer consents to the foregoing. Microsoft abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S. Department of Commerce

regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland.

For Online Services, additional privacy and security details are in the Product use rights.

o. **Natural disasters.** In the event of a "natural disaster", Microsoft may provide additional assistance or rights by posting on http://www.microsoft.com at such time.

p. **Copyright violation.** Except as set forth in section above entitled "Transferring and reassigning Licenses", the Registered Affiliate agrees to pay for, and comply with the terms of this agreement and the Product Use Rights, for the Products it uses. Except to the extent Registered 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.

q. **U.S. export jurisdiction.** Products and Fixes are subject to U.S. export jurisdiction. Customer will comply with all U.S. Export Administration Regulations and International Traffic in Arms Regulation requirements as well as all end-user, end-use, and destination restrictions issued by the U.S. and other governments applicable to this agreement. For additional information, see http://www.microsoft.com/exporting.

Microsoft Licensing, GP Document Summary Form

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **3-0000003183189**

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:

Dell Inc.

Program/Versio

SLP SLG 2012

(MSLI Scanning Code)

ACCOUNT: County of Riverside

4

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **7756479**

Agreement Number: **7657738**

Purchase Order Number:

Comments:

Last Saved by Quinn Greenly
Revision 3.9

7/23/2013 2:02:23 PM

10/12/2005

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	7756479

Proposal ID

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
Select Plus Agreement	X20-04874
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Select Plus Affiliate Registration Form	X20-04921
<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
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

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

Customer	
Name of Entity (must be legal entity name)* County of Riverside	
Signature*	
Printed First and Last Name* Ines Mark	
Printed Title* Procurement Contract Specialist	
Signature Date* 07/17/2013	
Tax ID 95-6000930	FORM APPROVED COUNTY COUNSEL BY NEAL R. KIPNIS DATE 7/17/13

** indicates required field*

Microsoft Affiliate	
Microsoft Licensing, GP	
Signature	Microsoft Microsoft Licensing, GP JUL 23 2013 Anthony Dulaney Duly Authorized on behalf of Microsoft Licensing, GP
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Effective Date (may be different than Microsoft's signature date) 7/1/2013	

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 Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Prepared By: Name of Preparer

Email of Preparer

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: 4/24/2026 DEPARTMENT: Social Services

REQUESTED BY: Matt Franssen TITLE: Supervising Staff Services Analys

PROPOSED ACQUISITION: Authorization to purchase Microsoft 365 software and licensing

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**:

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.

[ ] **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:

[ ] **Other, List Finding(s):**

Additional Justification:

Leveraging the County of Riverside licensing solution provider contract ITARC - 00929 with SHI International Corp. is in the best interest of the County to take advantage of the low pricing available to only select vendors of Microsoft. Multiple quotes were obtained and SHI was the lowest quote with a total 3 year cost of $261,464.20. Other counties have leveraged the County of Riverside contract as well.

Recommended: Tom Provine Date: 5/7/26

****Submittal to Purchasing must occur at least 7 working days prior to agenda deadline****

Tehama County

Agenda Request Form

File #: 26-0710 **Agenda Date:** 5/19/2026 **Agenda #:** 11.

PLANNING DEPARTMENT - Planning Director Jessica Martinez

Requested Action(s)
a) TRANSFER OF FUNDS: PLANNING; B-65 - From Project Management (2077-532307) to Vehicles (2077-57605), $ 25,000; and from Maintenance of Equipment (2077-53170) to Vehicles (2077-57605), $8,886.75 **(Requires a 4/5's vote)**

b) Request to award the bid for one (1) new 4-wheel drive full-size sport utility vehicle (SUV) to Corning Ford in the amount of $33,886.75 and further authorize the Purchasing Agent to sign a purchase order for the acquisition

Financial Impact:
This purchase will have no impact on the General Fund, as the Planning Department has identified sufficient capacity within its existing budget. Through conservative fiscal management and realized savings, the Department is able to fulfill this identified need without requesting additional appropriations.

Background Information:
On 4/16/2026 the Purchasing Department advertised for bid, one (1) new 4-wheel drive full-size SUV. At bid opening on 4/27/2026 the Purchasing Department received four bids with Corning Ford being the lowest responsive bid. Corning Ford is located inside Tehama County and therefore the Vendor Preference Ordinance does not apply.

For the Planning Department, getting a new car is not only essential, but also a safety precaution. The current vehicle is a 2006 Ford Escape with 137,437 miles. The twenty (20) mines spread around the county are under the supervision of the Planning Department. The Department is responsible for inspecting these mines on an annual basis to comply with state requirements. Staff must sometimes drive across difficult terrain because the majority of the county's mines are situated in remote areas far from the main route.

In addition, as Planners, when a planning project is received, staff is required to visit project sites to validate data, identify the local topography and traffic that are not visible on maps, and assess how a proposed project fits into an existing environment.

Tehama County Auditor's Office

BUDGET APPROPRIATION TRANSFER REQUEST

Auditor Number B-65

DEPARTMENT NAME Planning

Date: May 19, 2026

Due to a budget deficiency, or unanticipated expense, I am requesting a transfer, or an additional appropriation as listed below for the following reason:

***REQUIRED To cover the cost of purchasing a new vehicle

Budget Transfer From				Budget Transfer To			
FUND DEPT NO	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT	FUND DEPT NO	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
2077	532307	Project Management	$ 25,000.00	2077	57605	Vehicles	$ 25,000.00
2077	53170	Maintenance of Equipment	$ 8,886.75	2077	57605	Vehicles	$ 8,886.75
		Total Journal	**$ 33,886.75**			Total Journal	**$ 33,886.75**

TRANSFER APPROVED

SIGNATURE OF REQUESTING OFFICIAL 5/1/2026 DATE

SANDRA PALMER 5/7/2026

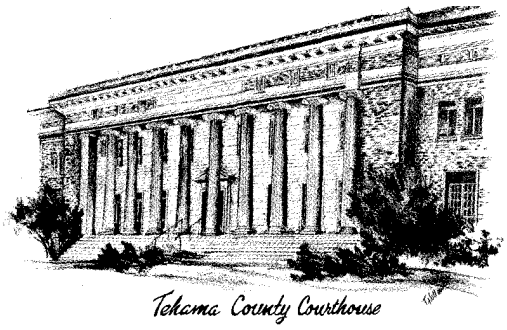
AUDITOR DATE

BOARD OF SUPERVISORS DATE

A-118 07/18

Board of Supervisors
COUNTY OF TEHAMA

District 1 – Rob Burroughs
District 2 – Tom Walker
District 3 – Steve Zane
District 4 – Matt Hansen
District 5 – Greg Jones



Gabriel Hydrick
Chief Administrator

COUNTY OF TEHAMA LEGAL NOTICE
ADVERTISEMENT FOR BID

NOTICE IS HEREBY GIVEN that bids shall be received until 3:00 p.m., April 27, 2026, in the Administration Office, 727 Oak Street, Red Bluff, CA 96080 for the purchase of (1) one 4-wheel drive full-size sport utility vehicle for the Tehama County Planning Department

All bids must be in the custody of the Purchasing Department at the designated time. In addition to mailed bid submittals, fax submittals will be accepted at (530) 527-3764 and emails at dschmidt@tehama.gov. Bids shall be submitted on the form provided ONLY.

Bid specifications are available by contacting the Purchasing Department at the above address, or by calling (530) 527-3365.

The Board of Supervisors reserves the right to waive informalities and irregularities in any bids received.

Debbie Schmidt – Deputy Purchasing Agent

Publish in the Daily News on April 16, 2026. Send proof of publication and statement to Tehama County Purchasing Dept., 727 Oak Street, Red Bluff, CA 96080

TEHAMA COUNTY PLANNING DEPARTMENT
SPECIFICATIONS FOR:
ONE (1) NEW 4 WHEEL DRIVE FULL-SIZE SPORT UTILITY VEHICLE

GENERAL SPECIFICATIONS: This vehicles must be new. Discontinued models, or models that the manufacturer has formally announced will be discontinued within two years after the bid closing, are not acceptable. The vehicle furnished under this specification shall be the manufacturer's conventional design for the type of vehicle specified, complete with all necessary operating accessories customarily furnished, whether stipulated herein or not, with such modifications and attachments as may be necessary to enable the vehicle to function reliably and efficiently in sustained operation. All parts, equipment and accessories shall be completely installed, assembled and/or adjusted as required and shall conform in strength, quality of materials and workmanship to recognized industry standards. Additionally, the vehicle furnished shall comply with the most current Federal Vehicle Standards, California Air Resources Pollution Control requirements, the requirements of the California Department of Transportation and the California Vehicle Code. Awarded Bidder is required to process all DMV documentation to complete registration to the County of Tehama.

Body:	Full-size Sport Utility Vehicle 4-Door, 5 Passenger minimum w/rear hatch
Drivetrain:	4-Wheel Drive or AWD (all-wheel drive)
Engine:	Gasoline
Transmission:	Automatic Transmission
Color:	Exterior – Light Color

Includes the Following:

- Vinyl flooring
- Cloth seats or vinyl
- Factory installed A/C and heating
- AM/FM Stereo minimum
- Bluetooth Capability
- Power Windows, Door Locks and Mirrors
- Back up Camera
- Tilt Wheel
- Cruise Control
- Driver and Front Passenger Air Bags
- Power Steering and Power Anti-Lock Brakes
- Solar Tinted Glass
- Remote Keyless Entry System
- Jack, Spare tire, Lug wrench and other standard tools

Warranty: Please state factory warranty provided. Please state costs for extended warranty if available.

ANY EXCEPTIONS TO THE ABOVE SPECIFICATIONS MUST BE EXPLAINED IN DETAIL

TEHAMA COUNTY PLANNING DEPARTMENT
ONE (1) NEW 4 WHEEL DRIVE FULL-SIZE SPORT UTILITY VEHICLE
Bids to be received on or before 3:00 p.m. on 04/27/2026

ONE (1) NEW: MODEL YEAR _____ MAKE _____
MODEL DESIGNATION_____

Price Per Each	**$_____**
Documentation Fee	**$_____**
CA State Sales Tax (7.50%)	**$_____**
Tire Disposal Fee and Delivery Charge to:	
444 Oak Street, Red Bluff, California	**$_____**
TOTAL BID FOR One New Full-size SUV*	**$_____**

*** As per specifications**

BID SHALL INCLUDE THE COST OF ALL EQUIPMENT MEETING OR EXCEEDING THE REQUIRED SPECIFICATIONS.

**Any additional fees associated with this bid submittal, including State Department of General Services and/or CMAS Contract Fees assessed for contract usage, must be clearly stated and included in the total bid price. Unstated fees will become the responsibility of the bidder. No additional fees will be paid by the County.

The bid, if awarded, will be awarded on the basis of the total cost for the vehicle. The Tehama County Board of Supervisors reserves the right to reject any or all bids and the County assumes no obligation to purchase until awarded and execution of a Purchase Order has been made.

Any specifications exceptions must be explained in detail and attached to this sheet. Printed literature and specification information must be submitted with the bid. Failure to include complete information will exclude your bid from an award.

PROPOSED DELIVERY DATE: _____

DEALER: _____

PREPARED BY: _____

ADDRESS: _____

EMAIL ADDRESS: _____

TELEPHONE NO. _____FAX NO. _____

AUTHORIZED SIGNATURE: _____DATE: _____

PLEASE STATE WARRANTY INCLUDED: _____

***Bids can be returned using any of the following:**
Email to: dschmidt@tehama.gov
Fax to: 530-527-3764
Mail to: Attn: Planning Dept SUV Bid
Tehama County Purchasing
727 Oak Street
Red Bluff, CA 96080

BID RECAP -- Tehama County Planning Department - One New 4 Wheel Drive Full-Size SUV									
BID OPENING:		4/27/2026	3:00 PM						
						7.50%			
VENDOR	**City, State**	**MAKE**	**YR/MODEL**	**PRICE**	**DOC. FEE**	**SALES TAX**	**DELIVERY CHARGE (INC. TIRE DISPOSAL FEE)**	**TOTAL**	**NOTES**
Corning Ford	Corning, CA	Ford	26/Bronco Sport	$31,395.00	$85.00	$2,361.00	$45.75	$33,886.75	Exceptions: Flooring, Carpet with all weather floor mats. Seating, Cloth
Blackstone Chevrolet/Cadillac	Fresno, CA	Chevrolet	26/Traverse	$43,795.00	$85.00	$3,291.00	$8.75	$47,179.75	Exceptions: Flooring, Carpet
Woodland Motors	Woodland, CA	Chevrolet	26/Traverse	$43,398.00	$85.00	$3,254.85	$400.00	$47,137.85	Exceptions: Flooring, carpet with heavy duty floor mats. Factory solar tinting, Temporary spare not full sized.Total on bid sheet shows $47,707.42
Folsom Lake Ford	Folsom, CA	Ford	26/Expedition	$53,987.00	$85.00	$4,055.40	$300.00	$58,427.40	Exception: Color is black
LOW RESPONSIVE BIDDER:	**Corning Ford**							**$33,886.75**	

Board of Supervisors
COUNTY OF TEHAMA

District 1 – Rob Burroughs
District 2 – Tom Walker
District 3 – Steve Zane
District 4 – Matt Hansen
District 5 – Greg Jones


Tehama County Courthouse

Gabriel Hydrick
Chief Administrator

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TEHAMA COUNTY PLANNING DEPARTMENT
SPECIFICATIONS FOR:
ONE (1) NEW 4 WHEEL DRIVE FULL-SIZE SPORT UTILITY VEHICLE

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Body:	Full-size Sport Utility Vehicle 4-Door, 5 Passenger minimum w/rear hatch
Drivetrain:	4-Wheel Drive or AWD (all-wheel drive)
Engine:	Gasoline
Transmission:	Automatic Transmission
Color:	Exterior – Light Color

Includes the Following:

- Vinyl flooring - Carpet w/ All weather Mats
- Cloth seats or vinyl - cloth
- Factory installed A/C and heating ✓
- AM/FM Stereo minimum ✓
- Bluetooth Capability ✓
- Power Windows, Door Locks and Mirrors ✓
- Back up Camera ✓
- Tilt Wheel ✓
- Cruise Control ✓
- Driver and Front Passenger Air Bags ✓
- Power Steering and Power Anti-Lock Brakes ✓
- Solar Tinted Glass ✓
- Remote Keyless Entry System ✓
- Jack, Spare tire, Lug wrench and other standard tools ✓

Warranty: Please state factory warranty provided. Please state costs for extended warranty if available.

ANY EXCEPTIONS TO THE ABOVE SPECIFICATIONS MUST BE EXPLAINED IN DETAIL

TEHAMA COUNTY PLANNING DEPARTMENT
ONE (1) NEW 4 WHEEL DRIVE FULL-SIZE SPORT UTILITY VEHICLE
Bids to be received on or before 3:00 p.m. on 04/27/2026

ONE (1) NEW: MODEL YEAR 2026 MAKE Ford
MODEL DESIGNATION Bronco sport

Price Per Each	$ 31,395
Documentation Fee	$ 85
CA State Sales Tax (7.50%)	$ 2361
Tire Disposal Fee and Delivery Charge to: ***444 Oak Street, Red Bluff, California***	$ 8.75 Tire Fee & 37 Electronic File Fee
TOTAL BID FOR One New Full-size SUV*	$ 33,886.75

*** As per specifications**

BID SHALL INCLUDE THE COST OF ALL EQUIPMENT MEETING OR EXCEEDING THE REQUIRED SPECIFICATIONS.

**Any additional fees associated with this bid submittal, including State Department of General Services and/or CMAS Contract Fees assessed for contract usage, must be clearly stated and included in the total bid price. Unstated fees will become the responsibility of the bidder. No additional fees will be paid by the County.

The bid, if awarded, will be awarded on the basis of the total cost for the vehicle. The Tehama County Board of Supervisors reserves the right to reject any or all bids and the County assumes no obligation to purchase until awarded and execution of a Purchase Order has been made.

Any specifications exceptions must be explained in detail and attached to this sheet. Printed literature and specification information must be submitted with the bid. Failure to include complete information will exclude your bid from an award.

PROPOSED DELIVERY DATE: 60-120 Days

DEALER: Corning Ford

PREPARED BY: Ryan Holland

ADDRESS: 2280 Short Dr Corning CA 96021

EMAIL ADDRESS: rholland@corningford.com

TELEPHONE NO. 530-824-5434 x105 FAX NO. _____

AUTHORIZED SIGNATURE: Ryan Holl DATE: 4-21-26

PLEASE STATE WARRANTY INCLUDED: 3yr or 36k Bumper to Bumper & 5yr or 60k powertrain

***Bids can be returned using any of the following:**
Email to: dschmidt@tehama.gov
Fax to: 530-527-3764
Mail to: Attn: Planning Dept SUV Bid
Tehama County Purchasing
727 Oak Street
Red Bluff, CA 96080

Optional -

5yr or 100k premium Care - 2595
or
6yr or 100k premium Care - 2795

Source: REPEAT

Salesperson: RYAN HOLLAND

Price	31,395.00
Taxable A.M.O.	0.00
Document Processing Charge	85.00
Emissions Testing Charge	0.00
Sales Tax	2,361.00
Non-Tax A.M.O.	0.00
Service Contract	0.00
Subtotal	33,841.00
DMV Fees	0.00
State Emissions Certification or Exemption Fee	0.00
California Tire Fee	8.75
Electronic Veh Reg or Transfer Charge	37.00
Total Insurance	0.00
Total	33,886.75
Amount Financed	33,886.75
Finance Charges	0.00
Total of Payments	33,886.75

Trade	0.00
Payoff	0.00
Net Trade	0.00
Cash Down	0.00
Deferred Down	0.00
Rebate	0.00
Total Down	0.00
APR	0.00
Term	1
Monthly Payment	33,886.75
Final Payment of	

*** * * BUYER * * ***

COUNTY OF TEHAMA
727 OAK STREET
RED BLUFF, CA 96080

Date of Birth:
Home Phone Number: (530) 200-2171
Work Phone Number:
County: TEHAMA
Email: msilvera@tcpw.ca.gov

*** * * CO-BUYER * * ***

Date of Birth:
Home Phone Number:
Work Phone Number:
County:
Email:

*** * * PURCHASE * * ***

Stock Number
Year
Make
Model
Body Style
Color
Trim
Key 1 Number
Key 2 Number
Weight
License
Odometer
VIN
Cylinders
Vehicle Type

*** * * TRADE 1 * * ***

*** * * TRADE 2 * * ***

*** * * BANK * * ***

NONE

CA

*** * * INSURANCE * * ***

Preview Order 1117 - R9B 4x4 Big Bend: Order Summary Time of Preview: 04/21/2026 09:10:18 Receipt: 4/21/2026

Dealership Name: Corning Ford **Sales Code :** F72523

Dealer Rep.	Ryan Holland	**Type**	Fleet	**Vehicle Line**	Bronco Sport	**Order Code**	1117
Customer Name	County of Teh	**Priority Code**	G1	Model Year	2026	**Price Level**	635

DESCRIPTION	MSRP	DESCRIPTION	MSRP
R9B0 BRONCO SPORT BIG BEND 4X4	$31845	SIRIUSXM W/360L (3 MOS TRIAL)	$0
.105.1" WHEELBASE	$0	CA NEW MTR VEHICLE BOARD FEES	$0
TOTAL BASE VEHICLE	$31845	FORD FLEET SPECIAL ADJUSTMENT	$0
OXFORD WHITE	$0	FLR LINERS FR-RR W/O CRPT MTS	$185
CLOTH W/EASY CLEAN MATERIAL	$0	PRICE CONCESSION INDICATOR	$0
SMOKED TRUFFLE	$0	REMARKS TRAILER	$0
ORDER CODE 200A	$0	FRONT LICENSE PLATE BRACKET	$0
.1.5L ECOBOOST ENGINE	$0	SPECIAL DEALER ACCOUNT ADJUSTM	$0
.8-SPD AUTO TRANSMISSION	$0	SPECIAL FLEET ACCOUNT CREDIT	$0
225/65 R17 102H A/S BSW TIRES	$0	FUEL CHARGE	$0
JOB #2 ORDER	$0	NET INVOICE FLEET OPTION (B4A)	$0
50 STATE EMISSIONS	$0	PRICED DORA	$0
CLASS II TRAILER TOW PKG	$690	ADVERTISING ASSESSMENT	$0
17" CARBON GRAY HIGH GLS WHL	$0	DESTINATION & DELIVERY	$1995
CONN PKG: 1 YR INCL W/FORD APP	$0		

	MSRP
TOTAL BASE AND OPTIONS	$34715
DISCOUNTS	NA
TOTAL	$34715

~~$ 34,715 + fees~~

$31,395 + fees After Disc & Reb

$ 33,886.75 OTD

ORDERING FIN: QJ076 **END USER FIN:** QJ076

INCENTIVES

Acc. Code ID :10 Contract/Ref # :28-782T Bid Date :10/15/25State : CA

Customer Name:

Customer Address:

Customer Email:

Customer Phone:

Customer Signature Date

This order has not been submitted to the order bank.

This is not an invoice.

Tehama County

Agenda Request Form

File #: 26-0664 **Agenda Date:** 5/19/2026 **Agenda #:** 12.

TRANSIT AGENCY/TRANSPORTATION COMMISSION - Interim Public Works Director Tom Provine & Deputy Director Jessica Riske-Gomez

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Interim Public Works Director to sign the Intergovernmental Agreement between the County of Tehama and the City of Red Bluff, for the purpose of leasing the Rio & Walnut Red Bluff Transit Transfer Center, and further authorize the Interim Director of Public Works to sign any related documents for a maximum amount not to exceed $1.00 per fiscal year, effective 6/30/26 and shall terminate 12/31/30

Financial Impact:
The nominal charge of $1.00 per fiscal year will be paid from account 527-3034-57500.

Background Information:
The Rio & Walnut Transit Center project is a reinvestment in the existing public transit facility located at 735 Rio Street in Red Bluff, adjacent to the southwest intersection of Rio and Walnut, near downtown Red Bluff and the historic Chinatown area. The facility is owned by the City of Red Bluff and is proposed to be leased to the County for continued transit use, operation, maintenance, and future transit-related improvements.

The lease includes the transit facility, grounds, buildings, parking areas, landscaping, and associated infrastructure. Under the Agreement, the County may make improvements reasonably necessary to support the established transit terminal, including improvements to restrooms, parking, sidewalks, landscaping, and related site features. The lease term commences on 6/30/26 and runs through December 31, 2030, at a nominal annual rent of $1.00.

This project is best understood as an improvement and modernization effort for an existing transit hub, rather than a new stand-alone development. The purpose is to maintain and enhance a facility that already serves transit riders and the broader public, while positioning it to better meet current and future transit needs. Historic records in the project files reflect that the original Bus & Ride facility was itself developed as a transportation improvement project and accepted by the City in 2003, demonstrating the long-standing transit purpose of the site.

Because of its location and function, the Rio & Walnut Transit Center serves as a logical intermodal transportation facility for Red Bluff and the surrounding region. The site is intended to accommodate and connect multiple transit services, including TRAX, Amtrak, RABA, and the new North State intercity bus route, providing a centralized point where local and regional services can meet and where passengers can transfer between modes. In that respect, the facility is more than a traditional bus stop or transfer point; it is intended to function as a coordinated mobility hub and regional gateway into the community.

The long-term vision for the site is to improve its usefulness not only for transit operations, but also

as a visible and welcoming point of arrival into downtown Red Bluff. Planned improvements are intended to support the facility's role as a public-facing gateway and to help attract travelers from the Interstate 5 corridor into downtown, where they can access local businesses, services, community destinations, and public amenities. The project is therefore both a transit investment and a downtown access strategy, designed to better connect regional movement with local economic activity.

The project is also being developed with future-oriented infrastructure in mind. Planned site improvements include the installation of charging infrastructure, which will help prepare the facility for evolving transit technology and support long-term transit modernization. That forward-looking approach is consistent with the project's identified funding structure, which reflects a capital investment in transit infrastructure and site functionality.

Project funding is derived from dedicated transit and transportation sources, not from unrestricted local general-purpose revenues. The funding summary identifies a total programmed amount of $5,381,583, consisting of the following sources:

- State Transit Assistance (STA)
- State of Good Repair (SGR)
- Carbon Reduction Program (CRP)
- Affordable Housing and Sustainable Communities (AHSC)
- Transit and Intercity Rail Capital Program / Zero Emission Transit Capital Program (TIRCP/ZETCP)

These funds are programmed specifically to Project Engineering (PE) and Construction (CON) phases of the transit center project, which shows they are restricted for eligible transportation and transit capital purposes. They are not general local discretionary funds. Facility upgrades are to be managed through the Transportation Commission using State of Good Repair and State Transit Assistance funding, consistent with the project's transit-only purpose.

Because the facility improvements are tied to transit funding, the Agreement also includes state and federal transit-related compliance provisions, including Federal Transit Administration-related clauses, Caltrans-connected requirements, prevailing wage compliance language where applicable, and other transportation contract requirements. This further supports describing the project as a transit-funded capital effort rather than a locally funded general-purpose project.

The project also has an important community and cultural context. Because the transit center is located near Red Bluff's historic Chinatown area, project development has included an emphasis on historic preservation, community outreach, and sensitivity to cultural resources and neighborhood impacts. Correspondence in the record reflects a commitment to engage community members and descendants, conduct environmental review, evaluate traffic, light, and noise impacts, and consider how the design may support important community events such as the annual Chinese New Year celebration. Project Outreach has also emphasized that the existing footprint of the hub is anticipated to remain the project site while design development continues.

This community context is significant because the project is not simply about moving buses; it is about improving a public transportation facility in a location with deep cultural and historical importance. As reflected in the correspondence, the project has been discussed as an opportunity to enhance transit service while also respecting and preserving the unique Chinese American history of

the surrounding area, supporting multifunctional public space, and minimizing disruption to neighborhood character and community activities.

In summary, the proposed Lease Agreement supports continued public transit use of a City-owned facility and allows the County to maintain and improve the Rio & Walnut Transit Center using restricted transit funding sources. The project represents a transit-focused capital investment intended to improve rider amenities, access, safety, site functionality, and long-term multimodal connectivity, while also strengthening the facility's role as an intermodal gateway to Red Bluff, preparing the site for future charging infrastructure, and helping draw activity from the regional transportation network into the downtown core. At the same time, project development has recognized the need to balance transportation improvements with historic preservation, community participation, and respect for the surrounding Chinatown setting.

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF TEHAMA AND THE CITY OF RED BLUFF
REGARDING LEASE OF THE RIO & WALNUT TRANSFER FACILITY

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "Agreement") is entered into as of the 19th day of May, 2026 (the "Effective Date"), by and between the COUNTY OF TEHAMA, through its DEPARTMENT OF PUBLIC WORKS ("County" or "Lessee"), and the CITY OF RED BLUFF ("City" or "Lessor"), for the lease of the Rio and Walnut Red Bluff Transit Transfer Center.

---

1. RESPONSIBILITIES OF CITY

During the term of this Agreement, Lessor shall hereby lease unto COUNTY the Premises described as follows: Bus and Ride facility and grounds (hereinafter referred to as the "Premises") located at 735 Rio Street, Red Bluff, CA. Assessor's Parcel Numbers 029-384-002 and 029-384-001 are associated with the facility located adjacent to the southwest intersection of Rio and Walnut Street. The lease includes all infrastructure, buildings, parking areas, and landscaping. Lessor shall provide prompt repair or correction for any damage except damage arising from a willful or negligent act of COUNTY's agents, employees, or guests.

2. RESPONSIBILITIES OF THE COUNTY

During the lease term, COUNTY shall maintain the leased premises in good repair and tenantable condition, so as to minimize loss of use of the premises caused by deferred or inadequate maintenance, including, but not limited to:

- Generally maintaining the leased premises in good, vermin-free, operating condition and appearance.
- Furnishing prompt, good quality repair of the building, equipment, and landscaping.
- Furnishing ongoing maintenance and prompt repair of any and all existing special equipment and systems including but not limited to, security and access control, landscaping irrigation systems, lighting, and restroom facilities.

- Furnishing and promptly replacing any inoperative light bulbs, fluorescent tubes, and other lighting as required.
- Furnishing remedial painting as necessary to maintain the premises in a neat, clean and orderly condition.
- Repairing and replacing parking lot bumpers and paving as necessary. Repaint directional arrows, striping, etc., as necessary.
- On a weekly basis, sweeping parking areas and sidewalks, maintaining landscaped areas, including sprinklers, drainage, etc., in a growing, litter- and weed-free, and neatly mowed and/or trimmed condition.
- Keeping all walkways, parking lots, entrances, and auxiliary areas free of litter, water, oil spills, debris, or other materials which may be hazardous to users of the facility. This will include periodic pressure washing to remove undesirable materials.

3. ALTERATIONS/IMPROVEMENTS

COUNTY may make any and all improvements or alterations to the Premises that are reasonably necessary to improve the established transit terminal, restrooms, parking, sidewalks, landscaping and associated physical features upon the Premises. COUNTY shall make such improvements in compliance with all applicable law and at COUNTY's cost and expense.

COUNTY shall negotiate and supervise all contracts for the furnishing of services, labor, and materials for the maintenance of improvements on the Premises at its cost. All such contracts shall require the contracting party to guarantee performance and all workmanship and materials installed by it for a period of one year following the date of completion of improvements. COUNTY shall cause all contracts to be fully and completely performed in a good and workmanlike manner, all to the effect that the improvements shall be fully and completely constructed and installed in accordance with good engineering and construction practice.

COUNTY shall keep the Premises free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted on the Premises at the instance or request of COUNTY. Furthermore, any and all alterations, additions, improvements, and fixtures

made or placed in or on the premises by COUNTY or any other person shall on expiration or earlier termination of this Agreement, become the property of City and remain on the premises.

City shall not, under any circumstances be liable for any consequential, exemplary, incidental or punitive damages, or for any compensation or claim whatsoever for inconvenience, loss of business, or annoyance arising from or relating to the COUNTY's loss of use of the Premises or any such personal property. Any property of COUNTY installed or located in the Premises must be removed promptly upon expiration or other termination of this Agreement. Any property of COUNTY not removed within that time may be removed, stored, or disposed of by City.

4. COMPENSATION AND PAYMENT

COUNTY agrees to pay to City a fixed Annual Rental Sum for the use and occupancy of the Premises, as set forth below:

- The Annual Rental Sum for the period from June 30, 2026, through December 31, 2026, shall be $1.00.
- The Annual Rental Sum for the period from January 1, 2027, through December 31, 2027, shall be $1.00.
- The Annual Rental Sum for the period from January 1, 2028, through December 31, 2028, shall be $1.00.
- The Annual Rental Sum for the period from January 1, 2029, through December 31, 2029, shall be $1.00.
- The Annual Rental Sum for the period from January 1, 2030, through December 31, 2030, shall be $1.00.

Rent shall be paid by check payable to "City of Red Bluff" in advance on or before the first day of each calendar year during the term of this agreement. Payment shall be delivered or mailed to the City at the address below.

As and for additional rent, COUNTY shall pay maintenance costs and utilities of and for the Premises during the term of this Agreement and all other sums expressly required to be paid by COUNTY pursuant to the terms of this Agreement, subject to the terms and conditions contained in this Agreement.

5. **TERM OF AGREEMENT**

This Agreement shall commence on the date of signing and shall terminate December 31, 2030, unless terminated in accordance with Section 6 below. In the event Lessee holds over and continues in possession of the Premises after expiration of the term, Lessee's continued occupancy of the Premises shall be considered an annual tenancy subject to all the terms and conditions of this Agreement.

6. **TERMINATION OF AGREEMENT**

If City or COUNTY fails to perform its duties to the satisfaction of the other party, or if COUNTY or City fails to fulfill in a timely and professional manner its obligations under this Agreement, or if COUNTY or City violates any of the terms or provisions of this Agreement, then the other party shall have the right to terminate this Agreement effective immediately upon giving written notice thereof to the other party. Either party may terminate this Agreement on thirty (30) days' written notice with or without cause. Any rent, utility, maintenance, or other amounts due and owing as of the date of termination shall be paid in accordance with this Agreement. This Agreement may terminate upon written notice should funding cease or be materially decreased or should the COUNTY Board of Supervisors fail to appropriate sufficient funds for this Agreement in any fiscal year.

7. **DESTRUCTION OF PREMISES**

If the Premises or any portion thereof are altered, destroyed, or damaged by fire or other casualty so as to materially hinder effective use of the facilities, through no fault or negligence of COUNTY, COUNTY may terminate this Agreement upon thirty (30) days written notice to City. In such event, COUNTY shall have no obligation to repair any damage to any portion of premises.

The COUNTY's right to terminate this agreement may be exercised by the Director of Public Works.

8. **ENTIRE AGREEMENT; MODIFICATION**

This Agreement for the lease of the Premises specified herein supersedes all previous agreements for the lease of the Premises and constitutes the entire understanding between the parties hereto. COUNTY 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. COUNTY specifically acknowledges that, in entering into and executing this Agreement, COUNTY relies solely upon the provisions contained in this Agreement and no other oral or written representation.

9. **NONASSIGNMENT OF AGREEMENT**

Inasmuch as this Agreement is intended to provide for the lease of the Premises to COUNTY, COUNTY may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of the City.

10. **EMPLOYMENT STATUS**

COUNTY shall, during the entire term of this Agreement, be construed to be an independent agency, and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow City to exercise discretion or control over the manner in which COUNTY operates, maintains, or uses the Premises, except as expressly provided in this Agreement. The sole interest of City is to ensure that this Agreement is rendered and performed in a competent, efficient, and satisfactory manner.

11. **INDEMNIFICATION**

COUNTY shall defend, hold harmless, and indemnify City, 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 City), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of City) being damaged, arising out of COUNTY's performance of work hereunder or its failure to comply with

any of its obligations contained in this agreement, whether by negligence or otherwise. COUNTY shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. City shall defend, hold harmless, and indemnify 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 City's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. The City shall, at its own expense, defend any suit or action founded upon a claim of the foregoing.

12. **INSURANCE**

COUNTY shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements for Lessee," attached hereto and incorporated by reference.

13. **PREVAILING WAGE**

COUNTY 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, COUNTY 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, City 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. COUNTY shall defend, indemnify and hold the City, 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 COUNTY or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, COUNTY specifically

acknowledges that City has not affirmatively represented to COUNTY in writing, in the call for proposal, or otherwise, that the work to be covered by the proposal or contract was not a "public work." To the fullest extent permitted by law, COUNTY hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

COUNTY 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 for a public works project submitted on or after March 1, 2015, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a).

COUNTY acknowledges that no contractor or subcontractor may be awarded a contract for public works on a public works project awarded on or after April 1, 2015, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

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

14. NON-DISCRIMINATION

COUNTY 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.

15. 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.

16. **COMPLIANCE WITH LAWS AND REGULATIONS**

All activities to be performed by COUNTY under 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 City immediately.

17. **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.

18. **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 purporting to act.

19. **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 City:	Tom Westbrook, City Manager 555 Washington Street Red Bluff, CA 96080
If to COUNTY:	Jessica Riske-Gomez, Deputy Director 1509 Schwab Street Red Bluff, CA 96080

Notice shall be deemed to be effective two days after mailing.

20. **NON-EXCLUSIVE AGREEMENT**:

COUNTY understands that this is not an exclusive agreement, and that City shall have the right to negotiate with and enter into agreements with others providing the same or similar use of the Premises, or to perform such use with City's own forces, as City desires..

21. **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.

22. **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 it 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.

IN WITNESS WHEREOF, City and COUNTY have executed this agreement on the day and year set forth below upon signature Director of 'Public Works.

CITY OF RED BLUFF

Date: _____ _____

JR Gonzales, Mayor

TEHAMA COUNTY DEPARTMENT OF PUBLIC WORKS

Date: _____ _____

Tom Provine, Interim Director

Approved as to form by
Tehama County Counsel

_____

By: Maragret Long

Approved as to form by
Red Bluff City Attorney:

_____

By: Sophia Meyer

Exhibit A

INSURANCE REQUIREMENTS FOR COUNTY

COUNTY shall procure and maintain, for the duration of the lease, 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, COUNTY 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 COUNTY has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover COUNTY 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 COUNTY assigns 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, COUNTY 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 claim made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If COUNTY maintains higher limits than the minimums shown above, City 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 "City, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "City of Red Bluff."

Deductibles and Self-Insured Retentions

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

Primary Insurance Coverage

For any claims related to this project, COUNTY's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of COUNTY'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 City."

Acceptability of Insurers

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

Subcontractors

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

Material Breach

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

Policy Obligations

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

Verification of Coverage

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

E-Contract Review
Approval as to Form

Department Name: Public Works

Vendor Name: City of Red Bluff

Contract Description: For the lease of the Rio and Walnut Red Bluff Transit Transfer Center.

APPROVED AS TO FORM: Date: 06/27/2024



Office of the Tehama County Counsel
Margaret E. Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-0728 **Agenda Date:** 5/19/2026 **Agenda #:** 13.

TEHAMA COUNTY ECONOMIC DEVELOPMENT - Chamber of Commerce CEO Dave Gowan

Requested Action(s)
a) INFORMATIONAL PRESENTATION - Informational update regarding Economic Development activities in Tehama County

Financial Impact:
No financial impact from this presentation.

Background Information:
On April 6, 2026, Supervisor Walker requested an update from the Red Bluff Chamber of Commerce. In the last several years, the Tehama County Board of Supervisors has directed some limited funding to the Red Bluff/Tehama County Chamber of Commerce for an Economic Development program. The Chamber has periodically brought back results to present to the Board and the public.

Tehama County

Agenda Request Form

File #: 26-0526 **Agenda Date:** 5/19/2026 **Agenda #:** 14.

ADMINISTRATION - Chief Administrator Gabriel Hydrick & Green Waste of Tehama District Manager Amanda Garrett

Requested Action(s)
a) INFORMATIONAL PRESENTATION - Regarding Green Waste's Education Program for 2025, and overall program management and goal achievements related to residential and commercial solid waste management services in the unincorporated areas of Tehama County

b) Board discussion and possible approval that Green Waste made a good faith effort to meet its 2025 minimum diversion goals

Financial Impact:
None.

Background Information:
On August 28, 2018, the Board approved the Agreement between the County of Tehama and Waste Connections of California, Inc. dba Green Waste of Tehama for residential and commercial solid waste management services in the unincorporated areas of Tehama County.

As required by the Agreement, beginning January 1, 2019, Green Waste must use reasonable and feasible efforts (taking into consideration the cost, expense, and/or associated capital expenditure, and the agreed upon annual expense limitations associated with the Customer Education Program) to divert a minimum of 25% of solid waste it collects from disposal, and increase the total solid waste diverted from disposal by 2% each year thereafter.

Failure to meet the minimum diversion goals may result in Green Waste becoming ineligible for a contract extension. To determine whether Green Waste is eligible for contract extensions, the County will consider the good faith effort put forth by Green Waste to meet the minimum diversion goals. This consideration will include documentation provided by Green Waste regarding its activities and compliance with Green Waste's Customer Education Program, as approved by the County. The final decision as to whether Green Waste made a good faith effort in complying with the minimum diversion goals will remain with the County.

As required, Green Waste developed a Customer Education Program for calendar year 2025, which was subsequently approved by the Board. The plan included information with respect to AB 939 diversion goals, AB 341 covered generator compliance and outreach, bulky goods pick-ups, backyard composting, yard waste programs, and the importance of the safe disposal of household hazardous waste. Pursuant to the Agreement between the County and Green Waste, Green Waste's expected goal for calendar year 2025 was a 37% diversion rate; the year-end actual diversion rate for 2025 was 17.60%. A summary of data follows:

Total solid waste diverted from landfill (tons), 2025	5,576.26
Total solid waste landfilled (tons, inbound), 2025	20,528.12
Total residual solid waste from materials recovery facility (proportionate tons), 2025	922.68
Diversion rate, 2025	17.60%
Diversion rate, 2024	17.69%

As indicated in the above data, Green Waste did not meet its minimum diversion goal of 37% for 2025. Overall diversion decreased slightly in 2025 despite Green Waste implementing all aspects of its Education Programs for 2025. In consideration of Green Waste's implementation of all aspects of the Education Program beyond what is required, staff is recommending that the Board find that Green Waste made a good faith effort in meeting its minimum diversion goals for calendar year 2025.

GREEN WASTE OF TEHAMA,
A WASTE CONNECTIONS COMPANY

March 13, 2026

Mr. Gabriel Hydrick
Tehama County CAO
727 Oak Street
Red Bluff, CA 96080

Dear Mr. Hydrick:

According to the collection agreement between Green Waste of Tehama, A Waste Connections Company and the County of Tehama (Section 14.B); each year we are to submit an annual compliance report regarding the volume of solid waste we have diverted in the prior year.

Our expected goal according to the contract for 2025 was 37%. We did not meet this goal, however for some perspective, to meet this goal we would have to divert over 5,800 tons. These tons spread across all County customers (11,800) is 983 pounds per customer on top of what has already been diverted.

Included within the attached PDF is an overview of tonnages by month, and a year-over-year comparison as well. When looking at the data, all data points were down year-over-year. The residential recycling rate percentage is relatively flat year-over-year from 28.44% to 28.39%. The commercial rate is down from 10.81% to 9.37%. Overall, the total diverted tons increased slightly from 23.32% to 23.49%.

Year	Diversion Rate
2018	12.73%
2019	15.99%
2020	16.93%
2021	16.78%
2022	16.48%
2023	22.49%
2024	23.32%
2025	23.49%

Not meeting our required diversion annual percentage goals, we will need to ask the Board of Supervisors for a "good faith effort" for 2025 calendar year. All items of our approved Diversion Plan have been fulfilled.

If you have any questions, please contact me at 530-528-4504.

Respectfully Submitted,



Amanda Garrett
District Manager
Green Waste of Tehama, A
Waste Connections of California Inc. Company

County of Tehama
Residential 2025

	Curbside Tons Recycled	Yard Waste Tons Recycled	Total Recycled Tons	Total Tons Disposed	Total Recycling Rate
January	172.02	249.88	421.90	1,222.01	25.66%
February	156.74	161.62	318.36	883.28	26.49%
March	152.17	233.55	385.72	909.82	29.77%
April	154.22	286.42	440.64	964.04	31.37%
May	160.42	244.10	404.52	957.75	29.69%
June	129.02	219.52	348.54	906.31	27.78%
July	124.01	229.46	353.47	1,085.96	24.56%
August	121.59	229.46	351.05	937.25	27.25%
September	142.12	218.79	360.91	934.81	27.85%
October	186.26	201.44	387.70	1,003.09	27.88%
November	149.80	267.32	417.11	935.55	30.84%
December	165.35	317.10	482.45	1,045.75	31.57%
2025 Totals	**1,813.70**	**2,858.63**	**4,672.33**	**11,785.60**	**28.39%**
2024 Totals	1,946.03	2,909.93	4,855.96	12,221.26	28.44%
Variance	(132.33)	(51.30)	(183.63)	(435.66)	-0.05%

Commercial 2025

	Curbside Tons Recycled	Yard Waste Tons Recycled	Total Recycled Tons	Total Tons Disposed	Total Recycling Rate
January	79.69	22.17	101.86	693.35	12.81%
February	63.96	14.55	78.50	743.46	9.55%
March	65.80	0.00	65.80	738.92	8.18%
April	68.52	3.92	72.44	802.89	8.28%
May	74.21	10.73	84.93	717.53	10.58%
June	57.99	7.15	65.13	654.41	9.05%
July	43.65	4.80	48.45	659.19	6.85%
August	50.67	21.06	71.73	649.39	9.95%
September	62.39	38.39	100.77	721.91	12.25%
October	66.45	5.75	72.20	728.66	9.01%
November	70.02	2.08	72.10	806.44	8.21%
December	69.81	0.23	70.04	826.40	7.81%
2025 Totals	**773.14**	**130.80**	**903.93**	**8,742.52**	**9.37%**
2024 Totals	1,034.31	165.77	1,200.08	9,899.43	10.81%
Variance	(261.18)	(34.97)	(296.15)	(1,156.91)	-1.44%

2025	**Total Tons Disposed**	**Total Recycled Tons**	
Residential	11,785.60	4,672.33	
Commercial	8,742.52	903.93	
White goods, tires, etc.		64.15	Estimate tonnage
Sierra Pacific Glass		661.24	Does not get delivered to the TC Landfill, however is recycled by directly hauling to glass recycler.
Total	20,528.12	6,301.65	
Total Diverted Tons 2025	**23.49%**		
Total Diverted Tons 2024	23.32%	0.17%	

2025	**Total**	**County**
MRF Residual tons	1,356.88	922.68
Residual %		36%

Contractual Equation

Diversion Rate 2025		2025 v 2024
Total diverted tons	5,576.26	(479.78)
Total tons	26,104.38	(2,072.35)
	17.60%	-0.09%

Diversion Rate 2024	
Total diverted tons	6,056.04
Total tons	28,176.72
	17.69%

Diversion Rate 2023	
Total diverted tons	5,380.58
Total tons	26,989.00
	16.62%

Diversion Rate 2022	
Total diverted tons	5,161.71
Total tons	26,165.79
	16.48%

Diversion Rate 2021	
Total diverted tons	5,504.84
Total tons	27,299.89
	16.78%

Diversion Rate 2020	
Total diverted tons	5,111.62
Total tons	25,077.99
	16.93%

Diversion Rate 2019	
Total diverted tons	4,714.48
Total tons	24,771.20
	15.99%

Diversion Rate 2018	
Total diverted tons	2,680.84
Total tons	21,064.14
	12.73%

Education Program
2025: Response

This Education Program is intended to be the roadmap we follow to increase diversion each year. This program will be adjusted each year based on the needs the current year presents.

Our past recycling rate percentages are as follows:

Year	Residential	Commercial
2022	26.39%	10.68%
2023	27.58%	9.32%
2024	28.01%	11.20%
2025	28.39%	9.37%

Annual expectation of outreach education expense for 2025 = $26,045 ($24,805 x 5% (CPI))

Introduction

2024 presented us with an opportunity to embrace change and gain experience in developing new systems to be more effective.

Our goal for last year was to shift our focus to digital interaction, without erasing our more traditional outreach avenues. The evidence is clear; to effectively communicate with our digital customers, we must be more active with internet outreach. The digital campaign from 2024 has provided a roadmap for how our other outreach efforts can be connected and developed into a consistent message. Without a realistic definition of the “why” behind recycling, it will become even more difficult to get the community to make the required effort. If we join the social media wave, we have an opportunity to normalize the idea of recycling.

Yet, changing the perception of recycling alone is not enough. We need to continue our efforts to “make recycling easy.” We had many conversations with our customers in 2024 and we learned that we can better serve them by changing our process slightly to be more accommodating. To this end, we are refining our current commercial cart system and offering more customer-friendly assistance to support the recycling systems that are already in place.

We have introduced a new mascot, “Rebel the Recycling Raccoon.” This character presents us with the opportunity to engage with the younger demographic while opening dialogues with our customers. It has been our observation that some of the most effective educational conversations take place while a child is occupied with a fun activity or a fluffy mascot. We specifically chose to have Rebel presented through the lens of recycling. We see it as another piece of the story that we are trying to write. It is a highly interactive vision of how we can come together as a community to build a more sustainable future.

Commercial Outreach

- Commercial Diversion
  - *Direct Diversion*
    - This education program has committed to a minimum threshold of 20 "diversions" each year. For this purpose, "diversions" are defined as direct contact with a business that leads to an alteration of its recycling services. An ideal diversion results in a customer permanently decreasing their trash volume in favor of recycling.
      - ***2025: 20 diversions were completed with an average recycling capacity increase of 19%.***

	ACCT #	Service	Action	Date	%
1	2789279	Red Bluf/Unicorp	Start 95r with Education	3/4/2025	0.25
2	2787827	Red Bluf/Unicorp	Set 40cyR schedule to weekly from on-call	3/11/2025	0.25
3	2789206	Corning	Adjusted carts to curbside service	4/18/2025	0.25
4	2789569	Red Bluf/Unicorp	Start 95r with Education	5/12/2025	0.12
5	2771492	Mineral	Added 4cy REC	5/19/2025	0.33
6	2788414	Mineral	Relocated bins for community access	6/2/2025	-
7	2778776	Red Bluf/Unicorp	Added 2cy REC	6/9/2025	0.12
8	2789748	Bend	New Start, upgrade to 2cy	7/1/2025	0.25
9	2789794	Corning	Start 95r with Education	7/2/2025	0.25
10	2789931	Corning	Start 95r with Education	8/4/2025	0.25
11	929262	Mineral	Converted 4cy to REC	8/15/2025	0.25
12	27569724	Red Bluf/Unicorp	Added 1cy REC	9/16/2025	0.5
13	2790193	Red Bluf/Unicorp	Start 95r with Education	10/1/2025	0.12
14	2790194	Corning	Start 95r with Education	10/2/2025	0.12
15	2790224	Corning	Start 95r with Education	10/8/2025	0.12
16	2790293	Red Bluf/Unicorp	Start 95r with Education	10/28/2025	0.12
17	2788386	Corning	Added 1cy REC	11/1/2025	0.25
18	2776281	Corning	Educated on 95 placement	11/1/2025	0
19	187040	Red Bluf/Unicorp	Added additonal 95r post TA	11/7/2025	0.12
20	2767941	Los Molinos	Addressed accesibility , kept 2cy on site	11/20/2025	0
					19%

  - *SBA Rebrand*
    - This is a shared goal with the Tehama County Solid Waste Management Agency's (TCSWMA) Smart Business Alliance (SBA). After discussion with TCSWMA, we propose to "rebrand" the SBA into a collaborative program between TCSWMA and Green Waste of Tehama (GWT). Joining forces allows the message to become clear for the customer, and for diversion goals to be pursued together.
      - ***Green Waste worked with the agency through e-mail correspondence and an in-person meeting to explore the feasibility of rebranding the Smart Business Alliance (SBA) as a collaborative program. This effort was originally proposed as a way to better support the agency through shared outreach and coordination. Through discussion, it was determined that with the addition of a full-time Recycling Analyst at the agency, the responsibility for any future rebrand would be best managed internally by the agency itself rather than by a private hauler.***
        Additionally, it was acknowledged that a rebrand supported or led by Green Waste could create conflicts with the other private hauler operating within Tehama County. To avoid potential equity concerns, it was agreed that any

rebranding effort should be agency-led if and when it moves forward. Green Waste offered continued support in both design and execution, should the agency determine, that assistance would be helpful.

- *Technical Assistance*
  - As requested by the customer, an additional component of the new program would be Technical Assistance (TA). This process allows the recycling employee to devote more time to maximizing current recycling systems. Components of the TA may include the following:
    - Complete Bin waste audit
    - In-person meeting with site manager or "champion"
    - Site walkthrough and assessment
    - Recommended action and offered support (recycling containers, signage, etc.)
    - Follow-up waste audit
    - Social media support for participating businesses
    - ***2025:***
      Technical Assistance (TA) was provided in 2025 on a request basis, consistent with the commitment outlined in the education program. In total, five Technical Assistance projects were completed during the year. Of these, one was conducted within the county jurisdiction covered by this document, with additional projects completed within a city jurisdiction. While the majority of requests originated outside the county program boundary, the work collectively informed and strengthened the overall TA model.
      Before conducting site visits, a collaborative Technical Assistance framework was developed in coordination with the agency. This formalized process included customer data research, a pre-inspection when feasible, an on-site walkthrough, an optional staff presentation, and follow-up signage and service recommendations. Establishing this structure improved coordination and allowed the Technical Assistance model to be applied consistently.
      The completed County Technical Assistance project resulted in the installation of new recycling signage and bins provided by TCSWMA, the delivery of a full staff presentation, and an increase in recycling service capacity. These changes led to an approximate 25% increase in recycling capacity at the site. The success of this approach demonstrated the value of the Technical Assistance model, which has since been adopted as a foundational component of the 2026 education program.

- Big Generator Relationships
  - Large generators continue to be a challenge. GWT has tried broad and focused engagement strategies, resulting in little change. The consistent takeaway is that success is predicated on good relationships. In 2025, we will revisit the top five generators in the county and identify "champions" within each organization. Once identified, these individuals will be a direct connection to the business and will simplify communication. We feel these "in-house" personnel will help achieve sustainable change where other efforts have been unsuccessful.
    - ***In 2025, Green Waste evaluated diversion opportunities among the county's highest-volume waste generators, including Rancho Tehama, Walmart DC,***

Reynolds, Crain Walnuts, and Sunsweet. These accounts represent a significant portion of the county's tonnage and remain a priority for long-term diversion efforts.
Initial planning explored the idea of "champions" within these organizations as a mechanism for driving change. As this approach was evaluated, it became clear that the expectation of identifying individual champions was idealistic, given the size of these generators. In practice, we found that working directly with supervisors and management was more realistic than identifying a single internal advocate.
While we didn't make as many friends as we had hoped in 2025, but this evaluation directly informed program development. Based on these findings, Green Waste committed to applying the Technical Assistance model to a selected high-volume generator in 2026, combining a proven framework with the scale necessary to achieve meaningful and sustainable diversion.

- Roll-off bins have been identified as an area where more active diversion can occur. Last year taught us that large-volume trash projects can lead to large amounts of diversion. This will require GWT to adjust the dumping process to account for common diversion commodities such as construction and demolition (C&D) materials
    - *In 2025, Green Waste evaluated roll-off bins as a potential area for increased diversion, with a focus on identifying loads containing higher volumes of recyclable or reusable materials. The approach centered on monitoring select roll-off loads and flagging those suitable for disposal at the self-haul pad rather than direct landfill disposal, where materials could be further sorted. Monitoring occurred throughout the year and was largely informal, relying on communication between staff through text messages and photos taken during service activities. This process confirmed that while many roll-off loads did contain recyclable or reusable materials, the presence of divertible material was not consistent enough across specific customers or accounts to justify formal account notes or policy changes.*
    As a result, the strategy was refined to focus less on customer-specific identification and more on operational decision-making at the point of service. This evaluation led to the conclusion that empowering and training roll-off drivers to assess the recyclability or reusability of a load at the time of collection would be a more effective and scalable approach. This refined strategy has been incorporated as a planned component of the 2026 education program.

- Commercial Direct Contact
    - Green Waste will design and e-mail four digital "flyers" to each commercial account. These will be topical to current sustainability efforts and will include "best-practice" tips, aimed at improving the recycling process. The frequency of these publications is intended to be useful without overburdening the customer with information.
        - *2025: Four mailers were e-mailed directly to commercial accounts. Examples are included below.*

- Commercial Mailer

- Mailers are sent out twice a year to give more in-depth recycling information. Our contract requires us to "print and mail" these mailers twice a year, so we will continue to do so until we can shift to a digital format. We will continue to collaborate with TCSWMA on the flyer content. These publications will also be delivered digitally.
    - ***2025: Mailers were sent in May and October; copies are included below.***

Residential Education

- Waste Audits
    - *In-Cab*
        - This project is a continuation of a collaboration that was developed in 2024. The audit is conducted from a side-load truck, driven by Green Waste's recycling coordinator. Carts that contain inappropriate items are marked with a cart tag explaining the concern. After a month, the process is repeated on the same route to compare communication progress. TCSWMA's analyst then processes the data.
        - GWT commits to four in-cab audits and will schedule them quarterly to maintain a consistent presence in the community.
            - *2025:*

              Green Waste committed to conducting four in-cab residential recycling audits in 2025. Historically, this audit model involved the Sustainability Coordinator driving a side-load truck with an agency analyst riding along and using in-cab camera footage to identify contamination and opportunities for improvement. At the end of 2024, due to staffing constraints at the agency, Green Waste was asked to complete the physical audit work independently, with the agency providing data analysis support.

              In early 2025, the addition of a full-time Recycling Analyst (Christian) allowed the agency to re-engage directly in the audit process. This change expanded both the scope and effectiveness of the audits and strengthened the collaborative nature of the program.

              Two audits were conducted independently by the Sustainability Coordinator from the cab of a satellite truck, targeting harder-to-reach service areas. These audits took place in March-April in northwest Tehama County and August-September in the Los Molinos area. Two additional audits were conducted collaboratively with the agency: June-July at the Rio Vista Trailer Park and October-November in the Chard area of south-central Tehama County.

              At the beginning of the year, audits utilized the hot/cold cart hanger developed in 2024. Following the first in-person collaborative audit at Rio Vista, Green Waste and the agency met to reassess the communication approach. As a result, both the outreach process and the printed materials were redesigned to be clearer, more approachable, and more informative. The updated hanger was deployed during the first phase of the Chard audit.

              As the year progressed, it became evident that bringing a collection truck through neighborhoods limited the ability to fully observe customer behavior.

For the second phase of the Chard audit, the approach was refined again. Audits were conducted from a passenger vehicle using visual inspection of carts, followed by direct e-mail communication with customers. This adjustment reduced operational burden while increasing direct engagement. While individual audit metrics showed modest changes in recycling behavior, the cumulative outcome of the 2025 audits was significant. The process served as a catalyst for deepened collaboration between Green Waste and the agency and resulted in the development of a new, more effective "Recycling Audit" model. This refined approach has been successfully implemented in 2026 and emphasizes meaningful customer interaction, targeted education opportunities, increased recycling service alignment, and visible accountability to the community that Green Waste and the agency are actively paying attention to residential disposal practices.

- *On-Foot*
  - In addition to "in-cab" audits we propose to conduct recycling audits on foot. We feel that without the truck we are more approachable to customers and will be more available for constructive conversations. GWT will commit to two on-foot audits in 2025.
    - ***2025:***
      On-foot residential recycling audits were conducted in 2025 as single-day efforts intended to supplement the broader audit work completed during the year. These audits took place in February in the Lopeman Drive area and in September along Electric Avenue.
      As with the in-cab audits, the primary value of the on-foot audits was not the raw data collected, but the role they played in shaping the overall audit approach. While no additional insights into recycling habits were gained by being on foot alone, the format created meaningful opportunities for direct customer interaction. Questions from residents—often centered on why their carts were being observed—led to productive conversations that allowed recycling education to occur in ways that other outreach methods had not consistently achieved.
      Although the data itself was not measurably more informative, the on-foot audits reinforced the importance of visible, customer-facing engagement. This experience confirmed that direct interaction was a more effective path forward and helped guide the development of the revised recycling audit model implemented in 2026.

- Recycle Billing Inserts
  - GWT will design and e-mail short-form digital "flyers" to each residential account that has "opted-in" to digital communication. These customers have either consented to communication on their online accounts or signed up through our "digital newsletter opt-in" in 2024. E-mails will be sent as common issues arise. They will be relevant to current sustainability efforts and will include "best-practice" tips, aimed at improving the recycling process. The frequency of these publications is intended to be useful without overburdening the customer with information.
    - ***2025: Three mailers were e-mailed directly to commercial accounts. Examples are included below.***

- Digital Campaign Continued
  - Last year demonstrated a social media approach is our best opportunity to reach the community on a personal level. Research suggests that consistent content is the most effective method for growing a social media presence. Therefore in 2025, we will focus on sustained interaction with our customers through social media. This means consistent activity on the platforms we are developing a presence within. We will commit to two informational "posts" a month (24 for the year), with the understanding that much of the interaction will be in shorter formats, such as comments and messaging.
    - We would like to incorporate a "Q&A" component into the platform. This would allow customer questions to be answered in a live format. This provides the community with a more interactive experience and makes recycling more accessible.
      - ***2025: We continued to utilize Instagram and Facebook for our digital media campaign. We uploaded over 24 posts and videos to the platforms to expand the reach of our sustainability messages. The topics are listed below, and examples are included at the end.***

	Topic	Date	IG	FB
1	Field team intro	23-Jan	x	
2	Free grindings at the landfill	18-Feb	x	x
3	Giveaway winner	24-Feb	x	
4	Chili cook-off	11-Apr	x	x
5	Rebel at the Fair	2-May	x	
6	Swap Shop 2025 #1	8-May	x	x
7	PSA: Battery Fire	20-May	x	x
8	Library Presentation	17-Jul	x	
9	Swap Shop 2025 #2	25-Jul	x	x
10	BTS Tip: Reusable H2O bottles	10-Aug	x	
11	PSA: Yard Waste fire	11-Aug	x	x
12	Split-body reminder	25-Aug	x	x
13	Recycle Tip: Home recycling bin	27-Aug	x	x
14	Danger Zone	18-Sep	x	x
15	Cart Placement	19-Sep	x	x
16	APP Plug	19-Sep	x	x
17	Break down cardboard	20-Sep	x	x
18	Hot ash!	22-Sep	x	x
19	Hazardous waste disposal	2-Oct		x
20	Outside the recycle bin at the landfill	13-Oct	x	x
21	Textile recycling at the landfill	14-Oct		x
22	Reuse mulch ideas	16-Oct		x
23	Reuse craft ideas	23-Oct		x
24	Used motor oil	27-Oct		x
25	Halloween Fun	31-Oct	x	x

- School Presentations
  - The most significant impact we can have on sustainability efforts comes from educating the next generation. This reality increases the importance of the school presentation collaborations

between GWT and TCSWMA. This 90-minute presentation combines classroom education, interactive games, and hands-on opportunities. These presentations traditionally focus on recycling practices and landfill operation. In 2025, we would like to expand the content of these presentations to offer a selection of topics for educators to choose from.

- ***Eight Presentations were given in 2025:***
  - ***March 24 - Evergreen Elementary 4th grade (2 Presentations)***
  - ***February 25 - Evergreen Elementary 4th grade (3 Presentations)***
  - ***April 29- Antelope Elementary 2nd grade- (3 Presentations)***

- Residential Mailer
  - Mailers are sent out twice a year to give more in-depth recycling information. Our contract requires us to "print and mail" these mailers twice a year. We will continue to print and mail until we can shift to a digital format, however, these publications will also be delivered digitally to those who have" opted in". Our collaboration with TCSWMA will continue as we develop each newsletter.
    - ***2025: Mailers were sent in May and October; copies are included below.***

Examples

Commercial e-mails:









Commercial Mailer:



RECYCLING NEWS
COMMERCIAL
Spring 2025

The Smart Business Alliance provides free tools & resources to bring your business up to compliance.
For details, contact the Recycling Analyst at (530) 528-1103 or e-mail tehamacountyrecycles@tehama.gov

Is your business compliant with Assembly Bills 341 & 827?

Assembly Bill 827:

Requires a business, non-profit organization, or government agency generating 4+ cubic yards of solid waste per week, to provide customers with accessible recycling receptacles.

Mandatory Commercial Recycling Law

(AB 341) requires businesses generating 4+ cubic yards of waste per week or any multi-family dwelling with 5+ units to have a recycling program. Not in compliance?

Join the Smart Business Alliance!

The Smart Business Alliance is a community-based program developed by the Tehama County Solid Waste Management Agency that helps local businesses voluntarily engage in waste reduction, reuse, and recycling practices.

How does it work?

TCSWMA's recycling analyst, Christian, will conduct a waste assessment at your business and offer education and training to staff. Indoor recycling containers will also be provided, free of charge!

Contact Christian!
for more information and to schedule a meeting!
(530) 528-1103 ● tehamacountyrecycles@tehama.gov

Round Up
YOUR HOUSEHOLD HAZARDOUS WASTE!

Tehama County businesses * can dispose of household hazardous waste (HHW) at the Tehama County/Red Bluff Landfill Facility and Corning Facility on the following dates:

Appointment required and business must have a Hazardous Waste ID Number. Please CALL to schedule

Tehama County/Red Bluff Landfill HHW Facility:
May-September: 2nd & 4th Saturday
October-April: 2nd Saturday

Corning Disposal HHW Facility:
January - December: 3rd Saturday

Common HHW includes aerosol products, automotive fluids, batteries, creosote, tar, fluorescent lights, fuels, household cleaners, paints, stains, solvents, pool and spa chemicals, propane cylinders, pesticides and fertilizers. No explosives, medical waste, ammunition, or radioactive waste. Please keep wastes in original containers and do not mix chemicals. **The facilities can accept up to 27 gallons or 220 pounds of HHW per trip.** For more information, please call (530) 528-1103.

METAL
- Aluminum drink cans
- Food/soup Cans
- Aluminum foil, trays
- Sweet biscuit tins
- Metal jar lids
- Empty aerosol cans
- **Rinse NO paint or chemical containers**
- **Labels can be left on**

GLASS
- Glass bottles
- Glass jars
- **Rinse bottles & jars**
- **All colors accepted**
- **Labels can be left on**
- **NO bottle tops, corks, caps**

PAPER
- Newspapers
- Magazines
- Phones books
- White & colored paper
- Envelopes / Junk mail
- Cardboard
- Pizza boxes
- **Flatten cardboard**
- **NO paper with food**
- **NO laminated paper**
- **Staples, paper clips & sticky notes are OK!**

PLASTIC
- Plastic containers no.#1-#5, #7
- Plastic bags
- Hard plastics
- Plastic film, shrink wrap, packaging
- **NO Styrofoam**
- **Rinse containers**
- **Remove & Recycle lids**
- **Labels can be left on**



REFUEL YOUR FUN & SAVE!

Do you sell propane?

Consider stocking Refillables!
This program has options for in-store refilling or an exchange program

Save money, recycle.
4cy
3cy
1cy
$25 off per month!

CFL & LEDs
Do not place in your containers. It may delay service

Did you KNOW?

LEDs are considered hazardous waste and must be disposed of as such. If you have less than 20 bulbs, you can drop them off free of charge at the landfill or a fluorescent collection site.

Tehama County/Red Bluff Landfill
Operated by Green Waste of Tehama
19995 Plymire Road | Red Bluff, CA
(530) 528-1102
cust4019@wasteconnections.com

Tehama County Solid Waste Management Agency
20000 Plymire Road | Red Bluff, CA 96080
(530) 528-1103
tehamacountyrecycles@tehama.gov
www.tehamacountylandfill.com

Green Waste of Tehama
1805 Airport Boulevard | Red Bluff
(530) 528-8500
olpgreenwaste@wasteconnections.com
www.greenwasteoftehama.com

Round Up
YOUR CFLs & LEDs!

- **Home Depot**
  2650 Main St, Red Bluff - (530)528-8579 ●
- **Green Waste Of Tehama ●**
  1805 Airport Blvd, Red Bluff - (530)528-8500
- **Los Molinos Ace Hardware ●**
  7930 HWY 99, Los Molinos - (530)384-1250
- **South Avenue Ace Hardware**
  2060 South Ave, Corning - (530)824-2156
- **Tehama County/ Red Bluff Landfill ●**
  19995 Plymire Rd, Red Bluff - (530)528-1103

Accepts up to 20 fluorescent tubes (4' or 8' long)

NOTE:
Businesses & government agencies must make an appointment (530)528-1103 fees apply

- CVS Pharmacy, Red Bluff
- California Highway Patrol Office, Red Bluff
- Tehama County Sheriff's Office, Red Bluff
- Rite Aid, Corning
- Corning Police Department, Corning

Prescription medication Drop-off locations



VOLUME 24, ISSUE 22 | FALL 2025

RECYCLING NEWS
COMMERCIAL RED BLUFF & TEHAMA COUNTY
A joint effort of the Tehama County Solid Waste Management Agency and Green Waste of Tehama

Holiday Schedule: Closures

Thanksgiving - November 27th, 2025
Christmas Day - December 25th, 2025
New Year's Day - January 1, 2026

Service will be delayed one day for Thursday and Friday pickups.

Round Up
YOUR HOUSEHOLD HAZARDOUS WASTE!

Tehama County businesses can dispose of household hazardous waste at the Tehama County/Red Bluff Landfill on the following dates:

Appointments required. Please call (530) 528-1103.

Tehama County/Red Bluff Landfill HHW Facility:
October-April: 2nd Saturday

Common HHW includes aerosol products, automotive fluids, batteries, creosote, tar, fluorescent lights, fuels, household cleaners, paints, stains, solvents, pool and spa chemicals, propane cylinders, pesticides and fertilizers. No explosives, medical waste, ammunition, or radioactive waste.

Additional fees may apply

Is your business hosting an event?

Tehama County businesses have access to free recycling receptacles like the one pictured to collect cans and bottles at your event. Collecting beverage containers also offers a great fundraising opportunity! Contact our Recycling Analyst at (530) 528-1103 to reserve.

Join the Smart Business Alliance!

The SBA provides free tools & resources to bring your business up to compliance and beyond! For details, contact the Recycling Analyst at (530) 528-1103 or e-mail tehamacountyrecycles@tehama.gov

Need recycle containers?

Does your business lack recycling receptacles to supplement your existing recycling program?

By joining the SBA, you can receive free recycling containers for inside or outside your business, office, or break room.
See below for examples of what we have provided to local SBA members

Free Recycling Bins at the Landfill Gate

We know things can pile up—especially during busy weeks. To help local businesses manage overflow, two large recycling bins are available for free use just outside the landfill entrance.

Metal-Only Bin – for clean scrap metal only
Mixed Recycling Bin – cardboard, paper, plastic bottles, and aluminum cans

Tehama County/Red Bluff Landfill Operated by Green Waste
(530) 528-1102

Green Waste of Tehama
(530) 528-8500

Tehama County Solid Waste Management Agency
(530) 528-1103



Commercial Recycling Guide

PAPER & CARDBOARD

YES:
- Newspaper, magazines, junk mail, phonebooks, paper bags, cereal boxes, gift and shoe boxes, writing and printing paper
- Shredded paper- Contain in brown paper bag
- Cardboard - Flatten boxes and cut down to fit inside bin.
- Pizza Boxes

NO:
- Tissues, paper towels or plates
- Food-soiled paper
- Foil wrapping paper, pet food bags with plastic liners, or waxed paper liners as found in cereal boxes
- Frozen food or juice concentrate containers
- Milk cartons, drink boxes, soymilk and soup boxes

METAL

YES:
- Aluminum and tin cans - rinse clean
- Clean foil
- Aerosol cans - Empty cans only; remove lids and nozzles
- Scrap metal - no larger than 24" in any direction and less than 35 pounds; remove any attached plastic, rubber or wood

NO:
- Foil with food on it
- Partial or full aerosol cans - must be taken to Household Hazardous Waste collection site
- Automotive parts

PLASTIC BOTTLES & TUBS

YES:
- Plastics #1-#5, #7
- Plastic Tubs
- Plastic buckets, 5 gallons or less
- Nursery pots
- All plastic bottles - Rinsed
- Bottles used for chemicals - empty bottles only
- Plastic trays or clamshells
- Plastic bags, wrap or film

NO:
- Styrofoam or other block foam

GLASS BOTTLES & JARS

YES:
- Glass bottles and jars - rinse and remove lids

NO:
- Light bulbs
- Window glass
- Flower vases
- Ceramics
- Lids
- Mirrors
- Drinking glasses

BATTERIES

NO:
- Do not place in your commercial bins. Batteries are considered hazardous material.
- Lithium batteries, in particular, have a fire risk associated with them

YES:
- Call TCSMA for more information on safe battery disposal: 530-528-1103

Audit refining:







Resi e-mails:



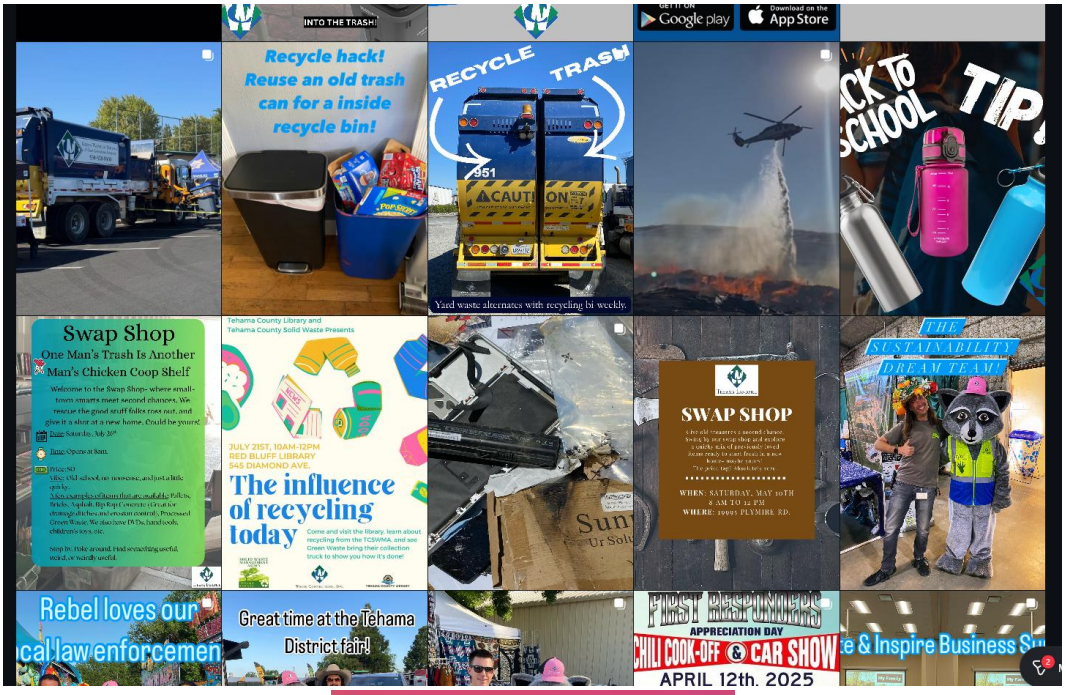








Social media:





Resi mailers:









Tehama County

Agenda Request Form

File #: 26-0746 **Agenda Date:** 5/19/2026 **Agenda #:** 15.

COUNTY ADMINISTRATION / TREASURER / TAX COLLECTOR - Chief Administrator Gabriel Hydrick / Treasurer Parker Hunt

Requested Action(s)
a) RESOLUTION - Request adoption of a Resolution authorizing the Board of Supervisors to issue a Tehama County 2026-27 Tax and Revenue Anticipation Note (TRAN) and approving the sale of such note to the Tehama County Treasury Investment Pool and approving certain related matters therewith, not exceeding $24,000,000 with a mature date no later than 6/30/2027

Financial Impact:
The General Fund will remain unaffected by the Tax and Revenue Anticipation Note (TRAN). Departments utilizing the TRAN will be responsible for the interest on the borrowed amount, calculated using the One-Year Treasury Rate, adjusted quarterly.

Background Information:
A Tax and Revenue Anticipation Note (TRAN) is a short-term external borrowing tool that counties can use to manage cash flow fluctuations, particularly when there's a delay between expenditures and the receipt of anticipated revenues, such as state reimbursements. Tehama County has experienced significant negative cash balance issues, leading to the adoption of a TRAN resolution for the first time last year to mitigate these problems. The issues began in fiscal year 2004-2005 with the consolidation of the Skilled Nursing Facility into the Health Services budget, resulting in an ongoing negative cash balance. For seven years, the General Fund covered negative interest on behalf of the Health Services Agency, totaling over $554,084. More recently, COVID-19 and staffing challenges have exacerbated these issues by hindering the County's ability to submit timely reimbursement claims. The County's position is largely due to the state's practice of delaying reimbursements and reducing advanced funding for county programs. Historically, Health Services Agency claims were closed and reimbursed within five years. However, the current practice allows the state up to five years just to review claims, potentially extending the reimbursement period to a decade. To address these ongoing issues, Tehama County and the Treasurer's office have agreed to utilize a TRAN. Departments utilizing the TRAN or a revolving credit facility will use Form A-135 to identify funding sources for grants and projects. The county is also advocating for the state to ensure timely reimbursements to counties. This will be the third year of the TRAN program, and the County is now requesting permission to renew the TRAN for Fiscal Year 2026-2027.

TEHAMA COUNTY BOARD OF SUPERVISORS

RESOLUTION NO._____

RESOLUTION OF THE TEHAMA COUNTY BOARD OF SUPERVISORS PROVIDING FOR THE ISSUANCE OF THE TEHAMA COUNTY 2026-27 TAX AND REVENUE ANTICIPATION NOTE AND APPROVING THE SALE OF SUCH NOTE TO THE TEHAMA COUNTY TREASURY INVESTMENT POOL, AND APPROVING CERTAIN RELATED MATTERS THEREWITH

WHEREAS, pursuant to Section 53850 et seq. of the Government Code of the State of California (the "Government Code"), being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 (the "Law"), on or after the first day of any fiscal year (being July 1), a county may borrow money by issuing notes for any purpose for which a county is authorized to expend moneys, including but not limited to current expenses, investment and reinvestment, capital expenditures, and the discharge of any obligation or indebtedness of a county; and

WHEREAS, pursuant to the Law, Tehama County, California (the "County") wishes to authorize the issuance of a Tax and Revenue Anticipation Note (the "Note") in the sum not to exceed $24,000,000; and;

WHEREAS, the Note shall be payable no later than June 30, 2027 (the County's current fiscal year end), and the Note shall be payable only from revenue received or accrued during fiscal year ending June 30, 2027, the fiscal year in which the Note is to be issued; and

WHEREAS, the Note shall be a general obligation of the County and shall be paid with interest thereon from any moneys of the County lawfully available therefore, as required by Section 53857 of the Law; and

WHEREAS, it appears, and the Board hereby finds and determines, that the principal amount of the Note, when added to the interest payable thereon, does not exceed 85% of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys of the County attributable to fiscal year ending June 30, 2027, and available for the payment of the Note and the interest thereon as required by Section 53858 of the Law; and

WHEREAS, the County desires to sell the Note to the Tehama County Treasury Investment Pool (the "County Investment Pool") and the Note is an authorized investment for the County Investment Pool pursuant to Section 53601(a) of the Government Code and this Board on June 3 has approved the delegation of authority to the Treasurer to invest funds of the County for the one year period commencing July 1, 2025 and ending June 30, 2026 and has approved the County of Tehama Investment Policy dated June 3, 2025 which includes bonds issued by the County; and

WHEREAS, pursuant to Section 5925 of the Government Code, the purchase or other acquisition of notes by or on behalf of the local government that issued the notes does not cancel,

extinguish, or otherwise affect the notes and the notes shall be treated as outstanding notes for all purposes except to the extent otherwise determined by the issuer or otherwise provided in the constituent instruments defining the rights of the holders of the notes;

NOW, THEREFORE, the Board of Supervisors of Tehama County, California does resolve as follows:

Section 1. Recitals True and Correct. All of the recitals set forth above are true and correct, and the Board so finds and determines.

Section 2. Authorization of Note. The County hereby determines to and shall borrow the aggregate principal sum not to exceed $24,000,000 by the issuance of a Note under Section 53850 et seq. of the Law, designated "Tehama County, California 2026-27 Tax and Revenue Anticipation Note", in fully registered form, maturing not later than June 30, 2027, and bearing interest at an interest rate based on the One-Year Treasury Rate as provided in the Note, payable at maturity (unless the Note is prepaid prior to maturity in which case interest shall accrue to the date of prepayment). The Note may be prepaid prior to maturity as provided in the Note.

Section 3. Registration. The Note shall be issued in fully registered form, and shall be substantially in the form and substance set forth in Exhibit A attached hereto and by reference incorporated herein, the blanks in said form to be completed with appropriate words and figures.

Section 4. Proceeds of Note. The proceeds of the sale of the Note shall be used and expended by the County for any purpose for which it is authorized to expend funds, including the costs of issuing the Note, which costs are hereby authorized to be paid by the County.

Section 5. General Obligation. The Note shall be a general obligation of the County, and shall be paid with interest thereon from any moneys of the County lawfully available therefore, as required by Section 53857 of the Law.

Section 6. Execution of Note. The Chief Administrator or his designee, is hereby authorized to sign the Note by manual or facsimile signature, and the Clerk of the Board is hereby authorized to countersign the same by manual or facsimile signature. Said signing and countersigning shall constitute a valid and sufficient execution of the Note. Said officers are hereby authorized to cause the blank spaces thereof to be filled in as may be appropriate, and to deliver the Note to the County Treasurer.

Section 7. Representations and Recitals Correct. It is hereby covenanted and warranted by the County that all representations and recitals contained in this Resolution are true and correct, and that the County, and its appropriate officials, have duly taken all proceedings necessary to be taken by them, and will take any additional proceedings necessary to be taken by them, for carrying out the provisions of this Resolution.

Section 8. Sale of Note. The Note is hereby authorized to be sold to the County Investment Pool.

Section 9. Further Actions; Past Actions Ratified; Inconsistencies Waived. The Chief Administrator, Treasurer, Administrative Fiscal Manager and other appropriate officers of the County are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents and certificates which they deem necessary or advisable in order to consummate the execution and delivery of the documents mentioned herein and otherwise to effectuate

the purposes of this Resolution and the transactions contemplated herein. All actions heretofore taken by the officers and agents of the County with respect to the transactions contemplated hereby are hereby ratified, confirmed and approved. Any provisions of any resolutions previously adopted by the County that are inconsistent with this Resolution are hereby waived to the extent only of such inconsistency.

Section 10. Effective Date. This Resolution shall be effective immediately.

TEHAMA COUNTY, CALIFORNIA
2025-26 TAX AND REVENUE ANTICIPATION NOTE

Certified Copy of the Resolution
Adopted on _____, 2026

I, _____, hereby certify that I am the Clerk of the Board of Tehama County, California (the "County"), a political subdivision organized and existing under and by virtue of the laws of the State of California and that as such I am authorized to execute this Certificate on behalf of the County.

I hereby further certify that attached hereto is a true, correct and complete copy of a resolution which was duly adopted by the Board of Supervisors of the County at a meeting thereof which was duly called and held on _____ 2026, and at such meeting a quorum was present and acting throughout, and that said Resolution No. _____ has not been modified, amended, rescinded or revoked since the date of adoption and is now in full force and effect.

Dated: _____, 2026.

TEHAMA COUNTY, CALIFORNIA

By:_____
Clerk of the Board of Supervisors of Tehama County

EXHIBIT A

FORM OF TEHAMA COUNTY, CALIFORNIA
2026-27 TAX AND REVENUE ANTICIPATION NOTE

Registered Registered

_____ $_____

TEHAMA COUNTY, CALIFORNIA
2026-27 TAX AND REVENUE ANTICIPATION NOTE

NOTE DATE	MATURITY DATE	COUNTY REF NO.
July 1, 2026	June 30, 2027	TCTRAN2027

PRINCIPAL SUM:

REGISTERED OWNER:

FOR VALUE RECEIVED, Tehama County, California (the "County") acknowledges itself indebted to and promises to pay to the holder hereof the principal sum shown above in lawful money of the United States of America, on the date shown above, together with interest thereon at the rate per annum described below in like lawful money from the date hereof until payment in full of said principal sum. The principal of and interest on this note shall be due at maturity (subject to the terms regarding prepayment of the note provided below) and shall be payable to the holder hereof upon surrender.

The interest rate on this note shall initially be __% and shall be reset on the first day of each quarter (i.e. October 1, January 1 and April 1) by reference to the One-Year Treasury Rate (as defined below) as published on the last business day prior to such reset date. The One-Year Treasury Rate shall mean a rate equal to the one (1) year U.S. Treasury Constant Maturity Index as published by The Federal Reserve Board of the United States in the most recent H.15. Interest shall be calculated based upon 360-day year of twelve (12) 30-day months.

It is hereby certified, recited and declared that this note has been executed and delivered pursuant to and by authority of a Resolution of the County Board of Supervisors (the "Note Resolution") duly adopted on _____, 2026, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5, California Government Code, and that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this note have existed, happened and been performed in regular and due time, form and manner as required by law, and that this note, together with all other indebtedness and obligations of the County, does not exceed any limit prescribed by the Constitution or statutes of the State.

As provided in the Note Resolution, the Note shall be a general obligation of the County, and shall be paid with interest thereon from any moneys of the County lawfully available therefore, as required by Section 53857 of the California Government Code.

This Note may be redeemed in whole or in part on any day prior to maturity at a redemption price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date. The County shall provide reasonable notice of such redemption.

Pursuant to Section 5925 of the California Government Code, the purchase or other acquisition of notes by or on behalf of the local government that issued the notes does not cancel, extinguish, or otherwise affect the notes and the notes shall be treated as outstanding notes for all purposes except to the extent otherwise determined by the issuer or otherwise provided in the constituent instruments defining the rights of the holders of the notes. Accordingly, this note shall be treated as outstanding for all purposes until it is repaid in accordance with its terms.

IN WITNESS WHEREOF, Tehama County, California has caused this note to be executed by the manual or facsimile signature of the Chief Administrator and countersigned by the manual or facsimile signature of the Clerk of the Board this ____ day of _____, 2026.

TEHAMA COUNTY, CALIFORNIA

By: _____
Chief Administrator

Countersigned:

_____
Clerk of the Board

E-Contract Review
Approval as to Form

Department Name: Tehama County Treasurer-Tax Collector

Vendor Name: Tehama County Board of Supervisors

Document Description: Resolution authorizing 26-27 TRAN for TCHSA

APPROVED AS TO FORM:

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

Date: 3/7/26

Tehama County

Agenda Request Form

File #: 26-0719 **Agenda Date:** 5/19/2026 **Agenda #:** 16.

SHERIFF'S OFFICE / HEALTH SERVICES AGENCY - Sheriff Dave Kain

Requested Action(s)
a) AGREEMENT- Request approval and authorization for the Sheriff and the Health Services Executive Director to sign the Interagency Memorandum of Understanding (MOU) for the purpose of providing personnel-related investigation to pre-employment applicants and current employees who are being considered for work in the jail, in the amounts set forth in Exhibit "A", with maximum compensation not to exceed $30,000 per year, effective 7/1/25 through 6/30/31

Financial Impact:
The Health Services Agency has secured funding for all fiscal years during which the MOU remains in effect. The revenues generated from these services will be deposited into the Sheriff's Budget Unit 2027, Interfund Revenue Account 461070, for all fiscal years during which the MOU remains in effect.

Background Information:
The Sheriff's Office has multiple qualified detective-investigators on staff who would provide these services to the Health Services Agency. These personnel-related investigations would help to provide information to the Health Services Agency to make informed decisions about applicants as these investigations are used to verify an individual's history and assess their suitability in the jail.

MEMORANDUM OF UNDERSTANDING BETWEENTHE TEHAMA COUNTY SHERIFF'S OFFICE AND THE TEHAMA COUNTY HEALTH SERVICES AGENCY

This Memorandum of Understanding ("MOU") is made and entered into this _____ day of _____ 20____, by and between the Tehama County Sheriff's Office ("TCSO") and the Tehama County Health Services Agency ("TCHSA").

RECITALS

WHEREAS, TCSO requires background checks for County personnel working on the secure side of the jail which necessarily are position(s) involving trust and/or access to sensitive information;

WHEREAS, TCSO and TCHSA desire to enter into an agreement for the purpose of TCSO providing personnel-related investigations to pre-employment applicants of and current employees of TCHSA who are being considered for work in the jail;

WHEREAS, these investigations are used to verify an individual's history and assess his/her suitability in the jail;

WHEREAS, TCSO warrants that it is qualified and agreeable to render the aforesaid services.

NOW THEREFORE, TCHSA and TCSO incorporate the above recitals into this MOU and agree to the following:

1. **RESPONSIBILITIES OF TCSO**

During the term of this MOU, TCSO shall provide services in accordance with the Fee Schedule/Scope of Work, Exhibit A and B, attached hereto and made a part of this MOU. TCSO shall schedule the services within a reasonable time based on the timing of the request and the availability of investigators. The participation in background investigations is completely optional and participants may refuse to answer any question without risk of any disciplinary action for refusing to answer or ending the interview. TCSO shall use Exhibit C to ensure that current employees are notified of the voluntary nature of the background check either by reading a statement before an interview of a current employee or providing a statement to that effect and obtaining a signed acknowledgment of receipt of the notice before a current employee is asked to fill out a questionnaire.

2. **RESPONSIBILITIES OF TCHSA**

TCHSA shall timely compensate TCSO for said services pursuant to Section 3 and 4 of this MOU. TCHSA shall only provide referrals to TCSO if the subject of the background investigation is either a current employee or an applicant with an offer of employment conditioned on a successful

background check and is being considered for a position interacting with inmates in the Tehama County Jail.

3. COMPENSATION

TCSO shall be paid in accordance with the rates set forth in the Fee Schedule/Scope of Work, attached hereto as Exhibit A, after satisfactorily completing the duties described in this MOU. The rates set forth in the Exhibit A are inclusive of all other expenses. The Maximum Compensation payable under MOU shall not exceed $30,000.00 per year.

TCSO shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. TCSO shall have no claim against TCHSA for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by TCSO after the expiration or other termination of this MOU. TCSO shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and TCSO agrees that TCHSA has no obligation, whatsoever, to compensate or reimburse TCSO for any expenses, direct or indirect costs, expenditures, or charges of any nature by TCSO that exceed the Maximum Compensation amount set forth above. Should TCSO receive any such payment it shall immediately notify TCHSA and shall immediately repay all such funds to TCHSA. This provision shall survive the expiration or other termination of this MOU.

4. BILLING AND PAYMENT

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

5. TERM OF MOU

This MOU shall be effective from the beginning of the 25-26 fiscal year beginning on July 1, 2025, and shall terminate June 30, 2031, unless terminated in accordance with section 7 below.

6. TERMINATION OF MOU

If TCSO fails to perform his/her duties to the satisfaction of TCHSA, or if TCSO fails to fulfill in a timely and professional manner his/her obligations under this MOU, or if TCSO violates any of the terms or provisions of this MOU, then TCHSA shall have the right to terminate this MOU

effective immediately upon TCHSA giving written notice thereof to TCSO. TCHSA may terminate this MOU 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 MOU in any fiscal year. TCHSA's right to terminate this MOU may be exercised by the Executive Director of TCHSA or her designee. TCSO's right to terminate this MOU may be exercised by the Sheriff-Coroner. Otherwise, either party may terminate this MOU on 30 days' written notice.
In the event that the MOU is terminated prior to June 30, 2031, in accordance with this section, TCHSA shall pay TCSO for all work satisfactorily completed as of the date of notice.

7. ENTIRE MOU; MODIFICATION

This MOU for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. TCSO 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. TCSO specifically acknowledges that in entering into and executing this MOU, TCSO relies solely upon the provisions contained in this MOU and no other oral or written representation.

8. NONASSIGNMENT OF AGREEMENT

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

9. INSURANCE

TCHSA and TCSO acknowledge that each participates in the County of Tehama's program of self-insurance established by the Tehama' County Board of Supervisors

10. NON-DISCRIMINATION

TCSO 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.

11. 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. TCHSA and TCSO acknowledge that each shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

12. COMPLIANCE WITH LAW AND REGULATION

All services to be performed by TCSO under 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 TCHSA immediately.

13. 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

14. 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.

15. NOTICE

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

NOTICES TO TCHSA:	NOTICES TO TCSO:
Jayme Bottke, Executive Director Tehama County Health Services Agency P.O. Box 400 Red Bluff, CA 96080 Phone: 530-527-8491	Dave Kain, Sheriff-Coroner Tehama County Sheriff's Office PO Box 729 Red Bluff, CA 96080 Phone: 530-527-7900

INVOICES SUBMITTED TO TCHSA:	PERSON RESPONSIBLE FOR INVOICING:
ap@tchsa.net Tehama County Health Services Agency P.O. Box 400 Red Bluff, CA 96080 OR delivered in person to: 1850 Walnut Street., Red Bluff, CA 96080	Nickoli Brummond, Fiscal Analyst Tehama County Sheriff's Office PO Box 729 Red Bluff, CA 96080 Phone: 530-528-8979

Notice shall be deemed to be effective two days after mailing.

16. NON-EXCLUSIVE AGREEMENT

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

17. STANDARDS OF THE PROFESSION

TCSO 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 TCSO has been properly licensed to practice.

18. LICENSING OR ACCREDITATION

TCSO shall maintain a qualified Background Investigator holding valid and appropriate license(s) or accreditation(s) throughout the life of this contract.

19. CONFIDENTIALITY

All information and records obtained in the course of providing services under this agreement shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this agreement or the services provided hereunder. Both parties shall comply with State and Federal requirements regarding confidential information.

20. MUTUAL INDEMNITY

TCHSA and TCSO each agree to indemnify, hold harmless, and defend the other from any and all liabilities, claims, losses, damages or expenses, including reasonable attorney's fees, arising from any and all acts or omissions of its own, its officers, agents, or employees in the performance of this agreement. However, this is not to be construed as an agreement of either party to indemnify, hold harmless, or defend the other from such liabilities, claims, losses, damages, or expenses arising from the other's sole negligence or willful misconduct.

21. RESOLUTION OF AMBIGUITIES

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

22. 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 it 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.

23. HAZARDOUS MATERIALS

To the extent applicable to the services rendered under this agreement, TCSO shall provide to TCHSA all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by TCSO prior to the furnishing, use, application, or storage throughout the performance of the services rendered pursuant to this agreement. TCHSA shall provide Safety Data Sheets for any Hazardous Materials that TCSO may be exposed to while rendering services pursuant to this agreement.

24. HARASSMENT

TCHSA and TCSO acknowledge that each is aware of and complies with the County's Harassment Policy, TCHSAR §8102: Harassment, which is available upon request. Any harassment, discrimination, retaliation, or any other abusive behavior will not be tolerated or condoned by TCHSA nor TCSO. Violations of this policy may cause termination of this agreement.

25. 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.

26. EXHIBITS

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

IN WITNESS WHEREOF, TCHSA and TCSO have executed this MOU on the day and year set forth below. MOU not valid without signatures of authorized representatives from all parties.

TEHAMA COUNTY HEALTH SERVICES AGENCY

Date:

_____ _____

Jayme Bottke, Executive Director

TEHAMA COUNTY SHERIFF'S OFFICE

Date:

_____ _____

Dave Kain, Sheriff -Coroner

2027-461070
Revenue Account Number

EXHIBIT A

Fee Schedule/Scope of Work

Background Investigations for TCHSA

During the term of this MOU, TCSO agrees to and shall perform services (if warranted) as follows:

RATES

Facilitation:	$100
Administrative Interview:	$75
Computer Voice Stress Analyzer (CVSA):	$400
Livescan:	$100
Review and Notice:	$75

SCOPE OF WORK

TCSO will facilitate the initial correspondences and scheduling for the candidate.
TCSO will provide the candidate with an initial background questionnaire.
TCSO will conduct an administrative interview with the candidate regarding the questionnaire.
TCSO will perform a CVSA in accordance with the scope of work in Exhibit B.
TCSO will perform a livescan on the candidate.
TCSO will review all pertinent documentation and provide notice to TCHSA.

EXHIBIT B

Scope of Work

Truth Verification with a Computer Voice Stress Analyzer (CVSA)

During the term of this agreement, TCSO agrees to and shall perform services as follows:

A. Maintain a qualified CVSA Examiner-A person who has satisfactorily completed training by a recognized instructor in truth verification and the use of the CVSA. In addition, re-certification must be successfully completed every two (2) years.

- The CVSA Examiner will review the available information pertaining to the applicant prior to administering the examination.
- Any structured examination using the CVSA must be authorized by the Sheriff-Coroner.
- The CVSA examiner will provide and obtain the form necessary for the examinee to provide the knowing and voluntary agreement.
- All CVSA Examiners will maintain a record of all examinations they have conducted.
- The CVSA Examiner can receive a second opinion on examinations from another certified examiner. Only if the examiner and computer's internal "FACT" do not agree. This results in a cold call.
- The CVSA Examiner will refrain from examinations that may compromise his/her integrity. Any tests of friends, relatives, or persons the examiner has a relationship with which represents a conflict of interest must be conducted by a neutral examiner.
- In the event an examiner declines to administer an examination, and the decision is questioned, a second opinion from a CVSA examiner is recommended.

B. Examination for pre-employment screening

- CVSA examinations shall be used in the selection process for law enforcement employment. This is to ensure the following:
  - Suitability
  - Verify accuracy and completeness of information on the application
  - Resolve questions or conflicts arising during the background investigation
  - Discover previous criminal or other disqualifying behavior
  - Deter those seeking to penetrate law enforcement departments for improper purposes

- Questions to be asked will be provided to an applicant just prior to and at the location of the test so applicants can have sufficient time to review and ask the examiner questions.
- The CVSA examiner will review the questions with the applicant prior to the formal examination.
- The CVSA will not be the single determinant of employment status. However, admissions made before, during, or after the examination may be used to show cause.

C. Persons who may be tested

- Any individual who knows right from wrong.
- Tests are conducted at the discretion of the examiner.

EXHIBIT C

Voluntary Background Check Notice and Acknowledgment (Current Employees)

This form confirms that a current employee was notified that participation in a background investigation is voluntary and that the employee may decline to participate or refuse to answer any question without risk of any disciplinary action for refusing to answer or ending the interview.

Employee Name: _____	**Date**: ____ /____ /_____
Department/Division: _____	**Time**: _____ ☐ AM ☐ PM
Position/Title: _____	**Option Used**: ☐ A ☐ B
Background check requested for (program/assignment): _____	

Method of Notice: ☐ **A** Oral statement read before interview ☐ **B** Written notice provided and signed before questionnaire

Voluntary Participation Statement (read aloud or provide in writing):
Participation in this background investigation is voluntary. You may decline to participate, stop at any time, or refuse to answer any question, without risk of any disciplinary action for refusing to answer or ending the interview.

Acknowledgment (required if Option B is used; optional documentation for Option A):

I acknowledge I received (or was read) the statement above before any interview and/or before completing any background questionnaire, and I understand participation is voluntary.

Employee Signature: _____	**Date**: ____ /____ /_____
Printed Name: _____	**Department**: _____
Investigator/Interviewer (print): _____ **Signature**: _____ **Date**: ____ /____ /_____	

Records: File with background investigation materials.

EXHIBIT D

COUNTY OF TEHAMA
SHERIFF'S OFFICE

PO BOX 729
RED BLUFF, CA 96080
PHONE: (530) 529-7950 FAX: (530) 529-7933

To:

Date: _____
Customer No: _____
Invoice No: _____
Total Due: _____

Please submit payment to TCSO: Attn: Accounts Receivable

Description	Quantity	Unit Cost	Unit of Meas	Total Cost

Prepared by: ALICIA HOUGHTBY ADH 530-528-8979 x 4017

TERMS: Due upon receipt

Please Detach And Return With Your Remittance

COUNTY OF TEHAMA
SHERIFF'S OFFICE
PO BOX 729
RED BLUFF, CA 96080
PHONE: (530) 529-7950 FAX: (530) 529-7933

Customer No: _____
Invoice No: _____
TOTAL DUE _____

Reminder: Please include customer # on check

Amount of remittance: _____

E-Contract Review
Approval as to Form

Department Name: Tehama County Sheriff's Office

Vendor Name: Tehama County Health Services Agency

Document Description: MOU for background investigations

APPROVED AS TO FORM:

Date: 5/4/26

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

Tehama County

Agenda Request Form

File #: 26-0722 **Agenda Date:** 5/19/2026 **Agenda #:** 17.

SHERIFF'S OFFICE - Sheriff Dave Kain

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Chair and the Sheriff to sign the Agreement with Ronald L. Clark, DDS, for the purpose of providing dental and medical services to inmates of the Tehama County Jail for the rates set forth in Exhibit "B", with a not to exceed amount of $100,000.00, effective 7/1/26, and shall remain in effect until 6/30/27

Financial Impact:
The funding source for the Agreement has been budgeted for FY 26/27 in the Jail Health Budget 20321-532396.

Background Information:
Dr. Clark has been providing dental/medical care to inmates of the Tehama County Jail for more than 20 years. With his experience and knowledge, Dr. Clark is able to offer surgical services that are not generally accommodated by all dentists' offices. This is a major cost savings for the Tehama County Jail since they are not having to transport the inmates out of Red Bluff to a specialist.

There is a deviation in the insurance requirements presented in Exhibit "A". The deviation follows the Board Approved Amendment No. 3 2025-115, to the previous Agreement 2023-302. Dr. Clark has carried coverage with The Dentists Insurance Company (TDIC) since 1993 with no malpractice claims being filed against him. Dr. Clark has always carried the required malpractice insurance, general liability insurance and workers' compensation necessary to run his dental business successfully and safely for his patients and employees.

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND RONALD L. CLARK, DDS

This agreement is entered into between the County of Tehama, through its Sheriff's Office, ("County") and Ronald L. Clark, DDS ("Contractor") for the purpose of dental and medical services to inmates of the Tehama County Jail.

1) RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall, upon request, provide dental and medical services to inmates of the Tehama County Jail.

2) RESPONSIBILITIES OF THE COUNTY

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

3) COMPENSATION

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit "B", after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed $100,000.00. 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 7/01/2026 and shall terminate 6/30/2027, 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 Sheriff-Coroner.

7) ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8) NONASSIGNMENT OF AGREEMENT

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

9) EMPLOYMENT STATUS

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

10) INDEMNIFICATION

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11) INSURANCE

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

12) PREVAILING WAGE

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

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

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

13) NON-DISCRIMINATION

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

14) GREEN PROCUREMENT POLICY

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

15) COMPLIANCE WITH LAWS AND REGULATIONS

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

16) LAW AND VENUE

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

17) AUTHORITY

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

18) NOTICES

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

NOTICES TO COUNTY:
Tehama County Sheriff's Office
Attn: Dave Kain, Sheriff-Coroner
P.O. BOX 729
Red Bluff, CA 96080
(530) 527-7900
dkain@tehamaso.org

NOTICES TO CONTRACTOR:
Ronald L. Clark, DDS
727 Washington Street
Red Bluff, CA 96080
P: (530) 527-3411
F: (530) 527-7725
jstacy@redbluffdental.com

INVOICES SUBMITTED TO COUNTY:
Tehama County Sheriff's Office
Attn: Accounting Division
P.O. BOX 729
Red Bluff, CA 96080
(530) 528-8979 option 1
nbrummond@tehamaso.org

GRANTS/CONTRACTS TO COUNTY:
Tehama County Sheriff's Office
Attn: Grants/Contracts
P.O. BOX 729
Red Bluff, CA 96080
(530) 528-8979 option 2
jcrane@tehamaso.org

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) EXHIBITS

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

28) LICENSING OR ACCREDITATION

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

29) CONFIDENTIALITY

The intent of this agreement is for the Contractor to provide dental and medical services to inmates of the Tehama County Jail. However, should specific information regarding the County's clients become known to Contractor, the following confidentiality rules shall apply:

a. Contractor 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 Procedures (MPP) Division 19, which provide that:
   1.) All applications and records concerning any individual made or kept by Contractor 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. Contractor 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 provisions is guilty of a misdemeanor.

c. During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality 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.

d. Notwithstanding any other provision of this Agreement, the Contractor 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 Contractor 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 Act [Part 2.6 (commencing with Section 56)] 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.

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

COUNTY OF TEHAMA

Date: _____

_____
Sheriff-Coroner

Date: _____

_____
Chairman, Board of Supervisors

RONALD L. CLARK, DDS

Date: 04/27/2026

Ronald L. Clark DDS
_____
Authorized Agent

Agreement #: _____

100382
Vendor Number

20321-04-532396
Budget Account Number

jstacy@redbluffdental.com
Vendor/Contractor Email Address

(530) 527- 4311
Vendor/Contractor Phone 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.

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 policies shall include, or be endorsed to include "Tehama County" 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. 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

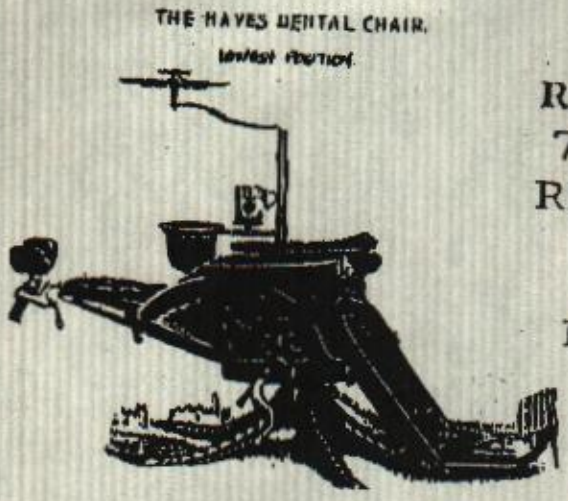
Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

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



RONALD L. CLARK DDS
727 WASHINGTON ST.
RED BLUFF, CA 96080

(530)527-4311
FAX (530)527-7725



DATE: 4/22/26

TO: Tehama County Sheriff Dept

ATTENTION: Jennifer Crane

FROM: Ronald L Clark DDS (Julie)

NUMBER OF PAGES INCLUDING COVER PAGE: 13

COMMENTS:

Fee's will Increase 5% as of 6/1/2026.

Thank you
Julie

FEE SCHEDULE

Ronald L. Clark, D.D.S.

Date: 04/22/2026 **Page:** 1

CODE	DESCRIPTION	FEE 1	LAB EXPENSE	MATERIAL
CMT	Cement Crown	0.00	0.00	0.00
D	Clinpro 5000	20.00	0.00	0.00
D00	Cmt PVC w/Fugi	0.00	0.00	0.00
D000	Lab Fee	0.00	0.00	0.00
D0000	Re-Med Endo	0.00	0.00	0.00
D0110	Initial Oral Examination	0.00	0.00	0.00
D0120	Periodic oral evaluation	55.00	0.00	0.00
D0130	Emergency Oral Examination	32.00	0.00	0.00
D0140	Limited oral evaluation	74.00	0.00	0.00
D0145	Oral evaluation < 3 yrs of age	74.00	0.00	0.00
D0150	Comprehensive oral evaluation	88.00	0.00	0.00
D0160	Detail/extensive oral eval, B/R	67.00	0.00	0.00
D0170	Limited re-evaluation	56.00	0.00	0.00
D0171	Re-eval - Post-op Office Visit	74.00	0.00	0.00
D0180	Comprehensive perio evaluation	69.00	0.00	0.00
D0190	Screening of Patient	48.00	0.00	0.00
D0191	Assessment of Patient	48.00	0.00	0.00
D0210	Intraoral Full Mouth Images	158.00	0.00	0.00
D0220	Intraoral Periapical Images	40.00	0.00	0.00
D0230	Intraoral-periapical each add'l	23.00	0.00	0.00
D0240	Intraoral Occlusal Image	42.00	0.00	0.00
D0250	Extraoral 2D projection image	52.00	0.00	0.00
D0260	Extraoral-each additional film	41.00	0.00	0.00
D0270	Bitewing Single Image	40.00	0.00	0.00
D0272	Bitewing Two Image	63.00	0.00	0.00
D0273	Bitewing Three Image	65.00	0.00	0.00
D0274	Bitewing Four Image	73.00	0.00	0.00
D0277	Vertical Bitewing 7 to 8 Images	128.00	0.00	0.00
D0290	Skull &Facial Bone Survey Image	44.00	0.00	0.00
D0310	Sialography	162.00	0.00	0.00
D0320	TMJ arthrogram, incl injection	266.00	0.00	0.00
D0321	Other TMJ Images	112.00	0.00	0.00
D0322	Tomographic survey	211.00	0.00	0.00
D0330	Panoramic Image	170.00	0.00	0.00
D0340	2D cephalometric image	49.00	0.00	0.00
D0350	2D Oral/Facial Photo Images	40.00	0.00	0.00
D0351	3D Photographic Image	0.00	0.00	0.00
D0360	Cone beam ct-craniofacial data	105.00	0.00	0.00
D0362	Cone beam-2D multi img reconst	788.00	0.00	0.00
D0364	CT Capture, Lmtd View < 1 Jaw	160.00	0.00	0.00
D0367	CT Capture, Both Jaws	350.00	0.00	0.00
D0380	CT Image, Lmtd View < 1 Jaw	368.00	0.00	0.00
D0391	Inter. Diagnostic Img, Oth Prov	525.00	0.00	0.00
D0415	Collection of microorganisms	46.00	0.00	0.00
D0419	Assess saliva flow-measurement	5.00	0.00	0.00
D0460	Pulp vitality tests	33.00	0.00	0.00
D0461	Testing for cracked tooth	0.00	0.00	0.00
D0470	Diagnostic casts	125.00	0.00	0.00
D0471	Diagnostic photographs	16.00	0.00	0.00
D0472	Accession of tissue,gr exam,rpt	86.00	0.00	0.00
D0473	Access of tiss,gr&mic exam,rpt	86.00	0.00	0.00
D0474	Acc of tiss,exam,surg mar,rpt	86.00	0.00	0.00
D0601	Caries risk assessment - Low	7.00	0.00	0.00
D0602	Caries risk assessment - Mod	7.00	0.00	0.00
D0603	Caries risk assessment - High	7.00	0.00	0.00
D0701	Pano - image capture only	0.00	0.00	0.00
D0703	2Doral/fac'l photo-capture only	0.00	0.00	0.00
D0704	3D photo image-capture only	0.00	0.00	0.00
D0707	I/O periapical-img capture only	0.00	0.00	0.00
D0708	I/O bitewing-image capture only	0.00	0.00	0.00
D0709	I/O comp ser-image capture only	0.00	0.00	0.00
D1110	Prophylaxis-adult	118.00	0.00	0.00

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CODE	DESCRIPTION	FEE 1	LAB EXPENSE	MATERIAL
D1120	Prophylaxis-child	90.00	0.00	0.00
D1201	Prophylaxis with fluoride-child	74.00	0.00	0.00
D1203	Topical Appl of Fluoride-Child	21.00	0.00	0.00
D1204	Topical Appl of Fluoride-Adult	21.00	0.00	0.00
D1205	Prophylaxis with fluoride-adult	84.00	0.00	0.00
D1206	Topical Applic Fluoride Varnish	25.00	0.00	0.00
D1208	Topical Appl of Fluor Excl Varn	25.00	0.00	0.00
D1310	Nutritional counseling	38.00	0.00	0.00
D1320	Tobacco counseling	42.00	0.00	0.00
D1351	Sealant-per tooth	65.00	0.00	0.00
D1352	Preventive Restoration, Perm Th	45.00	0.00	0.00
D1353	Sealant repair - per tooth	0.00	0.00	0.00
D1354	Interim caries arresting meds	52.00	0.00	0.00
D1355	Caries preventive meds-per th	0.00	0.00	0.00
D1510	Space maint-fixed-unilateral	265.00	0.00	0.00
D1515	Space maint-fixed-bilateral	394.00	0.00	0.00
D1516	Space maint-fixed-bilateral,max	436.00	0.00	0.00
D1517	Space maint-fixed-bilaterl,mand	397.00	0.00	0.00
D1520	Space maint-remov-unilateral	418.00	0.00	0.00
D1525	Space maint-remov-bilateral	446.00	0.00	0.00
D1526	Space maint-remov-bilateral,max	332.00	0.00	0.00
D1527	Space maint-remov-bilaterl,mand	49.00	0.00	0.00
D1550	Re-cement/bnd space maint	47.00	0.00	0.00
D1551	Re-cmnt/bnd bilat sp mnt-max	88.00	0.00	0.00
D1552	Re-cmnt/bnd bilat sp mnt-mand	88.00	0.00	0.00
D1553	Re-cmnt/bnd unilat sp mnt-quad	88.00	0.00	0.00
D1555	Removal of fixed space maint	45.00	0.00	0.00
D1556	Remov fixd unilat sp maint-quad	88.00	0.00	0.00
D1557	Remov fixed bilat sp maint-max	88.00	0.00	0.00
D1558	Remov fixed bilat sp maint-mand	88.00	0.00	0.00
D1575	Space maint-fixed-unil,dst shoe	233.00	0.00	0.00
D1999	Unspecified prev procedure, B/R	10.00	0.00	0.00
D2110	Amalgam-1 surface, primary	89.00	0.00	0.00
D2120	Amalgam-2 surface, primary	100.00	0.00	0.00
D2130	Amalgam-3 surface, primary	116.00	0.00	0.00
D2131	Amalgam-4+ surface, primary	131.00	0.00	0.00
D2140	Amalgam-1 surf. prim/perm	148.00	0.00	0.00
D2150	Amalgam-2 surf. prim/perm	182.00	0.00	0.00
D2160	Amalgam-3 surf. prim/perm	217.00	0.00	0.00
D2161	Amalgam-4+ surf. prim/perm	264.00	0.00	0.00
D2210	Silicate cement-per restorat.	55.00	0.00	0.00
D2330	Resin-one surface, anterior	200.00	0.00	0.00
D2331	Resin-two surfaces, anterior	230.00	0.00	0.00
D2332	Resin-three surfaces, anterior	275.00	0.00	0.00
D2335	Resin-4+ w/incis angle-anterior	330.00	0.00	0.00
D2336	Compos resin crwn-anterior-prim	112.00	0.00	0.00
D2380	Resin-1 surface, poster-primary	116.00	0.00	0.00
D2381	Resin-2 surface, poster-primary	136.00	0.00	0.00
D2382	Resin-3 surface, poster-primary	147.00	0.00	0.00
D2390	Resin composite crown, anterior	428.00	0.00	0.00
D2391	Resin composite-1s, posterior	210.00	0.00	0.00
D2392	Resin composite-2s, posterior	260.00	0.00	0.00
D2393	Resin composite-3s, posterior	325.00	0.00	0.00
D2394	Resin composite-4+s, posterior	350.00	0.00	0.00
D2510	Inlay-metallic-one surface	706.00	0.00	0.00
D2520	Inlay-metallic-two surfaces	740.00	0.00	0.00
D2530	Inlay-metallic-three + surfaces	772.00	0.00	0.00
D2540	Onlay-metallic-per tooth w/inly	472.00	0.00	0.00
D2542	Onlay-metallic-two surfaces	770.00	0.00	0.00
D2543	Onlay-metallic-three surfaces	799.00	0.00	0.00
D2544	Onlay-metallic-four + surfaces	784.00	0.00	0.00
D2610	Inlay-porcel/ceramic-1 surface	736.00	0.00	0.00

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CODE	DESCRIPTION	FEE 1	LAB EXPENSE	MATERIAL
D2620	Inlay-porcel/ceramic-2 surface	799.00	0.00	0.00
D2630	Inlay-porcel/ceramic-3+ surface	921.00	0.00	0.00
D2642	Onlay-porcel/ceram-2 surface	799.00	0.00	0.00
D2643	Onlay-porcel/ceram-3 surface	921.00	0.00	0.00
D2644	Onlay-porcel/ceram-4 + surface	921.00	0.00	0.00
D2650	Inlay-resin composite-1 surface	371.00	0.00	0.00
D2651	Inlay-resin composite-2 surface	399.00	0.00	0.00
D2652	Inlay-resin composite-3+surface	463.00	0.00	0.00
D2662	Onlay-resin composite-1 surface	405.00	0.00	0.00
D2663	Onlay-resin composite-2 surface	407.00	0.00	0.00
D2664	Onlay-resin composite-3+surface	424.00	0.00	0.00
D2710	Indirect Resin-Based Crown	677.00	0.00	0.00
D2712	Crown-3/4 resin comp(indirect)	677.00	0.00	0.00
D2720	Crown-resin w/high noble metal	984.00	0.00	0.00
D2721	Crown-resin w/ most base metal	921.00	0.00	0.00
D2722	Crown-resin with noble metal	949.00	0.00	0.00
D2740	Crown-porcelain/ceramic substr	1265.00	0.00	0.00
D2750	Crown-porc fuse high noble mtl	1265.00	0.00	0.00
D2751	Crown-porc fused to base metal	1108.00	0.00	0.00
D2752	Crown-porc fused noble metal	1170.00	0.00	0.00
D2753	Crown-porc fused to titanium	761.00	0.00	0.00
D2780	Crown-3/4 cast high noble metal	1170.00	0.00	0.00
D2781	Crown-3/4 cast most base metal	1108.00	0.00	0.00
D2782	Crown-3/4 cast noble metal	1170.00	0.00	0.00
D2783	Crown-3/4 porcelain/ceramic	1170.00	0.00	0.00
D2790	Crown-full cast high noble mtl	1290.00	0.00	0.00
D2791	Crown-full cast base metal	1108.00	0.00	0.00
D2792	Crown-full cast noble metal	1228.00	0.00	0.00
D2794	Crown-titanium	1170.00	0.00	0.00
D2799	Provisional crown	309.00	0.00	0.00
D2810	Crown-3/4 cast metallic	630.00	0.00	0.00
D2910	Recement/bnd inlay/onlay/vr/prt	116.00	0.00	0.00
D2915	Recmnt/bnd Ind/prefab post/core	116.00	0.00	0.00
D2920	Re-cement or re-bond crown	116.00	0.00	0.00
D2921	Reattach Th Fragment, incisal	103.00	0.00	0.00
D2928	Prefab Porcelain/C Crown-Perm	149.00	0.00	0.00
D2929	Prefab Porcelain/C Crown-Prim	353.00	0.00	0.00
D2930	Prefab stain steel crn-primary	414.00	0.00	0.00
D2931	Prefab stain steel crown-perm	430.00	0.00	0.00
D2932	Prefabricated resin crown	430.00	0.00	0.00
D2933	Prefab stl crown w/resin window	490.00	0.00	0.00
D2934	Prefb esth ctd stnl stl crn-prm	490.00	0.00	0.00
D2940	Protective Restoration	105.00	0.00	0.00
D2941	Interim Therapeutic Rest - Prim	46.00	0.00	0.00
D2949	Foundation for Indirect Rest	0.00	0.00	0.00
D2950	Core buildup, include any pins	255.00	0.00	0.00
D2951	Pin retention-/tooth, (+ rest)	94.00	0.00	0.00
D2952	Post/core in add to crown, fabr	385.00	0.00	0.00
D2953	Each add'l fabr post-same tooth	121.00	0.00	0.00
D2954	Prefab post/core in add to crn	320.00	0.00	0.00
D2955	Post removal (not with endo)	165.00	0.00	0.00
D2957	Each + prefab post-same tooth	126.00	0.00	0.00
D2960	Labial veneer(laminate)-chairsd	320.00	0.00	0.00
D2961	Labial veneer (resin lamin)-lab	866.00	0.00	0.00
D2962	Labial veneer (porceln lam)-lab	1102.00	0.00	0.00
D2970	Temporary crown (fractured th)	226.00	0.00	0.00
D2971	Add'l prc-new crn undr exs dent	100.00	0.00	0.00
D2980	Crown Repair, Material Failure	94.00	0.00	0.00
D3110	Pulp cap-direct, (ex rest)	68.00	0.00	0.00
D3120	Pulp cap-indirect, (ex rest)	58.00	0.00	0.00
D3220	Therapeutic pulpotomy-pulp remv	184.00	0.00	0.00
D3221	Pulpal debridemnt-prim/perm th	154.00	0.00	0.00

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CODE	DESCRIPTION	FEE 1	LAB EXPENSE	MATERIAL
D3222	Partial pulpototomy apexogen	121.00	0.00	0.00
D3230	Pulpal therapy-anterior,primary	185.00	0.00	0.00
D3240	Pulpal therapy-posterior, prim	185.00	0.00	0.00
D3310	Endodontic therapy - anterior	795.00	0.00	0.00
D3320	Endodontic therapy - bicuspid	940.00	0.00	0.00
D3330	Endodontic therapy - molar	1120.00	0.00	0.00
D3331	Treatmnt of root canal obstruct	168.00	0.00	0.00
D3333	Int root repair of perf defects	371.00	0.00	0.00
D3346	Retreat, prev RCT - anterior	1000.00	0.00	0.00
D3347	Retreat, prev RCT - bicuspid	1115.00	0.00	0.00
D3348	Retreat, prev RCT - molar	1375.00	0.00	0.00
D3350	Apex/Recalc per trtmt visit	89.00	0.00	0.00
D3351	Apexification/recalcif, initial	371.00	0.00	0.00
D3352	Apexification/recalcif, interim	430.00	0.00	0.00
D3353	Apexification/recalcif, final	987.00	0.00	0.00
D3354	Pulpal Regeneration	0.00	0.00	0.00
D3355	Pulpal Regeneration - 1st visit	0.00	0.00	0.00
D3356	Pulpal Rgn - interim med Replc	0.00	0.00	0.00
D3357	Pulpal Regen - completion	0.00	0.00	0.00
D3410	Apicoectomy/Periradic surg-ant	485.00	0.00	0.00
D3421	Apicoect/Perirad-bicus/1st root	551.00	0.00	0.00
D3425	Apicoect/Perirad-molar/1st root	617.00	0.00	0.00
D3426	Apicoect/Perirad (each + root)	253.00	0.00	0.00
D3427	Periradicular surg-no apicoect	0.00	0.00	0.00
D3428	Bone Graft w/Perirdc Srg 1 Site	0.00	0.00	0.00
D3429	Bn Graft w/Berirdc Srg each add	0.00	0.00	0.00
D3430	Retrograde filling-per root	253.00	0.00	0.00
D3431	Bio Mtrl to aid Reg w/Prdc Srg	0.00	0.00	0.00
D3432	Guided TissRgn PerSite w/PrdSrg	0.00	0.00	0.00
D3450	Root amputation-per root	463.00	0.00	0.00
D3460	Endodontic endosseous implant	596.00	0.00	0.00
D3470	Intentional replant, inc splint	156.00	0.00	0.00
D3471	Surg rep, root resorption-anter	112.00	0.00	0.00
D3472	Surg rep, root resorption-premo	112.00	0.00	0.00
D3473	Surg rep, root resorption-molar	112.00	0.00	0.00
D3501	Surg exposure, rt surf-anterior	112.00	0.00	0.00
D3502	Surg exposure, rt surf-premolar	112.00	0.00	0.00
D3503	Surg exposure, rt surf-molar	112.00	0.00	0.00
D3910	Surg isolation of th w/rub dam	42.00	0.00	0.00
D3920	Hemisection, no root can ther	268.00	0.00	0.00
D3960	Bleaching of discolored tooth	105.00	0.00	0.00
D3962	Whitening Per Arch	158.00	0.00	0.00
D4210	Gingivectomy-4+ per quadrant	612.00	0.00	0.00
D4211	Gingivectomy-1-3 per quadrant	677.00	0.00	0.00
D4212	Gingivectomy-Access/Restoration	239.00	0.00	0.00
D4220	Gingiv curettage,surgical /quad	189.00	0.00	0.00
D4230	Anatomical crwn exp,4+teeth/qu	491.00	0.00	0.00
D4231	Anatomical crwn exp,1-3 th/quad	237.00	0.00	0.00
D4240	Ging flap,root pln, 4+ per quad	706.00	0.00	0.00
D4241	Ging flap rt pln 1-3 per quad	706.00	0.00	0.00
D4245	Apically positioned flap	303.00	0.00	0.00
D4249	Clinic crown lengthen-hard tiss	491.00	0.00	0.00
D4260	Osseous surgery- 4+ per quad	582.00	0.00	0.00
D4261	Osseous surgery- 1-3 per quad	582.00	0.00	0.00
D4263	Bone replace graft-1st site/qu	385.00	0.00	0.00
D4264	Bone replace graft-each add/qu	165.00	0.00	0.00
D4265	Bio mat, sft&osseous tiss regen	354.00	0.00	0.00
D4266	Guided tiss regen-resorb-per	429.00	0.00	0.00
D4267	Guided tiss regen-nonresorb-per	612.00	0.00	0.00
D4270	Pedicle soft tissue graft proc	463.00	0.00	0.00
D4271	Free soft tissue graft proced	210.00	0.00	0.00
D4273	Autgen con tiss graft, 1st th	463.00	0.00	0.00

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D4274	Mesial/distal wedge procedure	265.00	0.00	0.00
D4275	NonAutgen con tis grft, 1st th	686.00	0.00	0.00
D4276	Combined graft, per tooth	294.00	0.00	0.00
D4277	Free Soft Tiss Graft, 1st Tooth	248.00	0.00	0.00
D4278	Free Soft Tiss Graft, Each Add	185.00	0.00	0.00
D4283	Autgen con tiss graft, Each Add	178.00	0.00	0.00
D4285	Non-autgen con tis grft, Ea Add	410.00	0.00	0.00
D4320	Provisional splinting-intracor	491.00	0.00	0.00
D4321	Provisional splinting-extracor	550.00	0.00	0.00
D4341	Perio scale/root pln-4+per quad	315.00	0.00	0.00
D4342	Perio scale/root pln-1-3th,quad	224.00	0.00	0.00
D4346	Scale.gingival inflam-full mth	75.00	0.00	0.00
D4355	Full mouth debridemnt,eval/diag	134.00	0.00	0.00
D4381	Local deliv antimicrb ag-th B/R	93.00	0.00	0.00
D4910	Periodontal maintenance	154.00	0.00	0.00
D4921	Gingival Irrigation - Per Quad	0.00	0.00	0.00
D5110	Complete denture - maxillary	1550.00	0.00	0.00
D5120	Complete denture - mandibular	1550.00	0.00	0.00
D5130	Immediate denture - maxillary	1765.00	0.00	0.00
D5140	Immediate denture - mandibular	1765.00	0.00	0.00
D5211	Maxillary partial - resin base	1550.00	0.00	0.00
D5212	Mandibular partial - resin base	1550.00	0.00	0.00
D5213	Maxil partl-cast metal w/resin	2116.00	0.00	0.00
D5214	Mand partl-cast metal w/resin	2116.00	0.00	0.00
D5221	Immed maxil partl dent w/resin	1522.00	0.00	0.00
D5222	Immed mand partl dent w/resin	1522.00	0.00	0.00
D5223	Imd Max part-cast metl w/resin	2116.00	0.00	0.00
D5224	Imd Mand part-cast metl w/resin	2116.00	0.00	0.00
D5225	Maxillary partial-flexible base	1780.00	0.00	0.00
D5226	Mandibul partial-flexible base	1780.00	0.00	0.00
D5281	Removable unilat part denture	1003.00	0.00	0.00
D5282	Remov unilat part denture-maxil	953.00	0.00	0.00
D5283	Remov unilat part denture-mand	953.00	0.00	0.00
D5284	Remov unil part dentr-flex-quad	446.00	0.00	0.00
D5286	Remov unil part dent-resin-quad	446.00	0.00	0.00
D5410	Adjust complete denture-maxil	88.00	0.00	0.00
D5411	Adjust complete denture-mand	88.00	0.00	0.00
D5421	Adjust partial denture-maxil	88.00	0.00	0.00
D5422	Adjust partial denture-mand	88.00	0.00	0.00
D5510	Repair complete denture base	194.00	0.00	0.00
D5511	Repair comp denture base-mand	215.00	0.00	0.00
D5512	Repair comp denture base- max	215.00	0.00	0.00
D5520	Replace teeth-comp dent (ea th)	68.00	0.00	0.00
D5610	Repair resin denture base	184.00	0.00	0.00
D5611	Repair res part dent base, mand	215.00	0.00	0.00
D5612	Repair res part dent base, max	215.00	0.00	0.00
D5620	Repair cast framework	226.00	0.00	0.00
D5621	Repair cast partial frmwk, mand	247.00	0.00	0.00
D5622	Repair cast partial frmwk, max	247.00	0.00	0.00
D5630	Rpr or rplce brkn clasp, per th	330.00	0.00	0.00
D5640	Replace broken teeth-per tooth	195.00	0.00	0.00
D5650	Add tooth to exist part denture	225.00	0.00	0.00
D5660	Add clasp, exst prt dent per th	313.00	0.00	0.00
D5670	Replace all th & acrylic-maxil	940.00	0.00	0.00
D5671	Replace all th & acrylic-mand	987.00	0.00	0.00
D5710	Rebase complete maxil denture	562.00	0.00	0.00
D5711	Rebase complete mand denture	562.00	0.00	0.00
D5720	Rebase maxil partial denture	562.00	0.00	0.00
D5721	Rebase mand partial denture	562.00	0.00	0.00
D5730	Reline complete maxil-chairside	331.00	0.00	0.00
D5731	Reline complete mand-chairside	331.00	0.00	0.00
D5740	Reline maxil partial-chairside	331.00	0.00	0.00

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D5741	Reline mand partial-chairside	331.00	0.00	0.00
D5750	Reline Complete Maxil (lab)	490.00	0.00	0.00
D5751	Reline complete mand (lab)	490.00	0.00	0.00
D5760	Reline maxillary partial (lab)	490.00	0.00	0.00
D5761	Reline mandibular partial (lab)	490.00	0.00	0.00
D5810	Interim comp denture (maxil)	900.00	0.00	0.00
D5811	Interim comp denture (mand)	900.00	0.00	0.00
D5820	Interim partial denture (maxil)	900.00	0.00	0.00
D5821	Interim partial denture (mand)	900.00	0.00	0.00
D5850	Tissue condition, maxillary	156.00	0.00	0.00
D5851	Tissue condition, mandibular	156.00	0.00	0.00
D5862	Precision attachment, B/R	496.00	0.00	0.00
D5863	Overdenture - Complete Max	2216.00	0.00	0.00
D5864	Overdenture - Partial Max	2216.00	0.00	0.00
D5865	Overdenture - Complete Mand	2216.00	0.00	0.00
D5866	Overdenture - Partial Mand	2216.00	0.00	0.00
D5867	Replcmt prec attachmt-part/full	460.00	0.00	0.00
D5875	Mod of remvble prosth-post surg	491.00	0.00	0.00
D5986	Fluoride gel carrier	160.00	0.00	0.00
D5992	Adj Max'facial Prosth, Report	0.00	0.00	0.00
D5993	Maint Max'facial Prosth, Report	0.00	0.00	0.00
D5995	Perio med carrier,seal,lab-max	835.00	0.00	0.00
D5996	Perio med carrier,seal,lab-mnd	835.00	0.00	0.00
D6010	Surg place implant: endosteal	2520.00	0.00	0.00
D6011	Second stage implant surgery	0.00	0.00	0.00
D6012	Plcmnt of intrm impl: endosteal	1117.00	0.00	0.00
D6013	Placement of mini implant	1480.00	0.00	0.00
D6030	Endosseous Implant	0.00	0.00	0.00
D6040	Surgic place: eposteal implant	1069.00	0.00	0.00
D6050	Surg place: transosteal implant	551.00	0.00	0.00
D6051	Interim Abutment	0.00	0.00	0.00
D6052	Semi-precision attchmt abutment	682.00	0.00	0.00
D6053	Imp/abut remov,comp edent arch	2452.00	0.00	0.00
D6054	Imp/abut remov,part edent arch	2557.00	0.00	0.00
D6055	Dent implant sup connecting bar	3155.00	0.00	0.00
D6056	Prefab abutment-incl placement	525.00	0.00	0.00
D6057	Custom abutment-incl placement	1102.00	0.00	0.00
D6058	Abutment supported porc/cer crn	1838.00	0.00	0.00
D6059	Abtmt supp porc fused to hi-nob	1213.00	0.00	0.00
D6060	Abtmt supp porc fused-base metl	1213.00	0.00	0.00
D6061	Abtmt supp porc fused-mtl crown	1213.00	0.00	0.00
D6062	Abtmt supp cast mtl crown-hinob	1794.00	0.00	0.00
D6063	Abtmt supp cast mtl crown-base	1075.00	0.00	0.00
D6064	Abtmt supp cast mtl crown-noble	1794.00	0.00	0.00
D6065	Implant supp porc/cer crown	1880.00	0.00	0.00
D6066	Implant supp porc fused mtl crn	1838.00	0.00	0.00
D6067	Implant supported metal crown	1838.00	0.00	0.00
D6068	Abtmt supp ret for porc/cer FPD	1838.00	0.00	0.00
D6069	Abut sup ret-porc fsd mtl FPDhn	1838.00	0.00	0.00
D6070	Abut sup ret-porc fsd mtl FPDbm	1838.00	0.00	0.00
D6071	Abut sup ret-porc fsd mtl FPDno	1838.00	0.00	0.00
D6072	Abut sup ret-cast mtl FPD-hinob	1838.00	0.00	0.00
D6073	Abut sup ret-cast mtl FPD-base	1838.00	0.00	0.00
D6074	Abut sup ret-cast mtl FPD-noble	1838.00	0.00	0.00
D6075	Implant supp ret-ceramic FPD	1838.00	0.00	0.00
D6076	Implnt supp ret-prc fuse mtlFPD	1838.00	0.00	0.00
D6077	Implant supp ret-cast metal FPD	1838.00	0.00	0.00
D6078	Implnt/abut supp fxd comp edent	3360.00	0.00	0.00
D6079	Implnt/abut supp fxd part edent	3360.00	0.00	0.00
D6080	Implant maintenance procedures	133.00	0.00	0.00
D6081	Scaling/debridement Of Implant	82.00	0.00	0.00
D6082	Implnt sup crn-prc -base alloys	1838.00	0.00	0.00

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CODE	DESCRIPTION	FEE 1	LAB EXPENSE	MATERIAL
D6083	Implnt sup crn-prc-noble alloys	1838.00	0.00	0.00
D6084	Implnt sup crn-prc-titanium	1838.00	0.00	0.00
D6086	Implant supp crown-base alloys	1838.00	0.00	0.00
D6087	Implant supp crown-noble alloys	1838.00	0.00	0.00
D6088	Implant supp crown-titanium	1838.00	0.00	0.00
D6091	Rpl attchmt imp/abt sup prosth	200.00	0.00	0.00
D6092	Recement/bnd imp/abut sup crwn	184.00	0.00	0.00
D6093	Recement/bnd impl/abut sup FPD	184.00	0.00	0.00
D6094	Abutment supp crown - titanium	1129.00	0.00	0.00
D6096	Remove broken implant screw	275.00	0.00	0.00
D6097	Abut sup crown-prc fus-titanium	1838.00	0.00	0.00
D6098	Imp sup retainer-prc fuse-base	1838.00	0.00	0.00
D6099	Imp sup retn,FPD-prc fus-noble	1838.00	0.00	0.00
D6100	Implant removal, by report	262.00	0.00	0.00
D6101	Debride Peri-Implant Defect	487.00	0.00	0.00
D6102	Debride/Oss Peri-Implant Defect	339.00	0.00	0.00
D6103	Bone Graft Rep Peri-Imp Defect	368.00	0.00	0.00
D6104	Bone Graft, Implant Placement	368.00	0.00	0.00
D6105	Rem Implant Body no Bone Remova	0.00	0.00	0.00
D6110	Imp/abt sup RD - ednt max	3710.00	0.00	0.00
D6111	Imp/abt sup RD - ednt mand	3710.00	0.00	0.00
D6112	Imp/abt sup RD - Part-ednt max	3528.00	0.00	0.00
D6113	Imp/abt sup RD - Part-ednt mand	3528.00	0.00	0.00
D6114	Imp/abt sup FD - ednt max	6500.00	0.00	0.00
D6115	Imp/abt sup FD - ednt mand	6500.00	0.00	0.00
D6116	Imp/abt sup FD - Part-ednt max	4961.00	0.00	0.00
D6117	Imp/abt sup FD - Part-ednt mand	4961.00	0.00	0.00
D6118	Imp/abu sup int FD denture-mand	1654.00	0.00	0.00
D6119	Imp/abu sup int FD denture-max	1654.00	0.00	0.00
D6120	Imp sup ret-prc fuse-titanium	1838.00	0.00	0.00
D6121	Imp sup ret,metal FPD-base	1171.00	0.00	0.00
D6122	Imp sup ret,metal FPD-noble	1213.00	0.00	0.00
D6123	Imp sup ret,metal FPD-titanium	1838.00	0.00	0.00
D6190	Radiograph/surg impl index B/R	800.00	0.00	0.00
D6191	Place semi-precision abutment	354.00	0.00	0.00
D6192	Place semi-precision attachment	354.00	0.00	0.00
D6194	Abut sup ret-crwn for FPD-titan	1838.00	0.00	0.00
D6195	Abut sup ret-prc fus-titanium	1575.00	0.00	0.00
D6205	Pontic-indirect res based comp	934.00	0.00	0.00
D6210	Pontic-cast high noble metal	1213.00	0.00	0.00
D6211	Pontic-cast predominantly base	1166.00	0.00	0.00
D6212	Pontic-cast noble metal	1171.00	0.00	0.00
D6214	Pontic-titanium	1223.00	0.00	0.00
D6240	Pontic-porcelain fused to hnob	1213.00	0.00	0.00
D6241	Pontic-porcelain fused to base	1166.00	0.00	0.00
D6242	Pontic-porcelain fused to nobl	1166.00	0.00	0.00
D6243	Pontic-porcelain fused-titanium	1838.00	0.00	0.00
D6245	Pontic-porcelain/ceramic	1275.00	0.00	0.00
D6250	Pontic-resin w/ high noble met	1055.00	0.00	0.00
D6251	Pontic-resin w/ predomnt base	1055.00	0.00	0.00
D6252	Pontic-resin with noble metal	1055.00	0.00	0.00
D6253	Provisional pontic	496.00	0.00	0.00
D6254	Interim Pontic	1069.00	0.00	0.00
D6520	Inlay-metallic-two surfaces	472.00	0.00	0.00
D6530	Inlay-metallic-three+ surfaces	472.00	0.00	0.00
D6540	Onlay-metallic per tooth +inlay	525.00	0.00	0.00
D6545	Retainer-cast for resin bonded	1069.00	0.00	0.00
D6548	Ret-porc/cer-resin bnd fxd pros	1069.00	0.00	0.00
D6549	Ret-res - Res bnd fxd pros	307.00	0.00	0.00
D6600	Inlay-porcelain/ceramic, 2 surf	1069.00	0.00	0.00
D6601	Inlay-porcelain/ceramic, 3+surf	1069.00	0.00	0.00
D6602	Inlay-cast high noble met,2surf	1069.00	0.00	0.00

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CODE	DESCRIPTION	FEE 1	LAB EXPENSE	MATERIAL
D6603	Inlay-cast high nob met, 3+surf	1069.00	0.00	0.00
D6604	Inlay-cast predomnt base, 2surf	804.00	0.00	0.00
D6605	Inlay-cast predomnt base,3+surf	859.00	0.00	0.00
D6606	Inlay-cast noble metal, 2 surf	859.00	0.00	0.00
D6607	Inlay-cast noble metal, 3+ surf	859.00	0.00	0.00
D6608	Onlay-porcelain/ceramic, 2 surf	1166.00	0.00	0.00
D6609	Onlay-porcelain/ceramic, 3+surf	1166.00	0.00	0.00
D6610	Onlay-cast high noble met,2surf	1069.00	0.00	0.00
D6611	Onlay-cast high nob met, 3+surf	1069.00	0.00	0.00
D6612	Onlay-cast predomnt base, 2surf	985.00	0.00	0.00
D6613	Onlay-cast predomnt base,3+surf	921.00	0.00	0.00
D6614	Onlay-cast noble metal, 2 surf	985.00	0.00	0.00
D6615	Onlay-cast noble metal, 3+ surf	1067.00	0.00	0.00
D6624	Inlay-titanium	985.00	0.00	0.00
D6634	Onlay-titanium	988.00	0.00	0.00
D6710	Crown-indirect resin composite	894.00	0.00	0.00
D6720	Crown-resin w/high noble metal	945.00	0.00	0.00
D6721	Crown-resin w/predom base metal	976.00	0.00	0.00
D6722	Crown-resin with noble metal	931.00	0.00	0.00
D6740	Crown-porcelain/ceramic	1275.00	0.00	0.00
D6750	Crown-porcelain fused-hi noble	1213.00	0.00	0.00
D6751	Crown-porcelain fused-base mtl	1069.00	0.00	0.00
D6752	Crown-porcelain fused-noble mtl	1281.00	0.00	0.00
D6753	Crown-porcelain fused-titanium	757.00	0.00	0.00
D6780	Crown-3/4 cast high noble metal	1097.00	0.00	0.00
D6781	Crown-3/4 cast most base metal	1055.00	0.00	0.00
D6782	Crown-3/4 cast noble metal	1281.00	0.00	0.00
D6783	Crown-3/4 porcelain/ceramic	1281.00	0.00	0.00
D6784	Crown-3/4 titanium & tnm alloys	772.00	0.00	0.00
D6790	Retainer crn-full cast hi nob	1213.00	0.00	0.00
D6791	Retainer crn-full cast base	1069.00	0.00	0.00
D6792	Retainer crn-full cast nob met	1281.00	0.00	0.00
D6793	Provisional retainer crown	198.00	0.00	0.00
D6794	Retainer crown-titanium	1228.00	0.00	0.00
D6795	Interim Retainer Crown	0.00	0.00	0.00
D6920	Connector bar	3155.00	0.00	0.00
D6930	Recement/bnd fxd part denture	160.00	0.00	0.00
D6940	Stress breaker	181.00	0.00	0.00
D6950	Precision attachment	284.00	0.00	0.00
D6970	Cast post/core, + brdg retainer	310.00	0.00	0.00
D6971	Cast post/part of brdg retainer	240.00	0.00	0.00
D6972	Prefab post/core+ brdg retainer	315.00	0.00	0.00
D6973	Core buildup for retain,inc pin	210.00	0.00	0.00
D6975	Coping-metal	436.00	0.00	0.00
D7111	Extraction crnl remnts-decid th	88.00	0.00	0.00
D7120	Extraction-each additional	89.00	0.00	0.00
D7130	Root removal-exposed root	116.00	0.00	0.00
D7140	Extract,erupted th/exposed rt	200.00	0.00	0.00
D7210	Extract, erupted th, Surgical	340.00	0.00	0.00
D7220	Extraction-impacted/soft tis	375.00	0.00	0.00
D7230	Extraction-impacted/part bony	485.00	0.00	0.00
D7240	Extraction-impacted/compl bony	590.00	0.00	0.00
D7241	Remov impact-comp bony w/ comp	724.00	0.00	0.00
D7250	Removal residual tooth roots	429.00	0.00	0.00
D7251	Coronectomy-part tooth removal	466.00	0.00	0.00
D7252	Part extrct immed imp plmnt	0.00	0.00	0.00
D7260	Oroantral fistula closure	370.00	0.00	0.00
D7261	Prim closure sinus perforation	426.00	0.00	0.00
D7270	Reimplantation/stabilization	672.00	0.00	0.00
D7272	Tooth transplantation	672.00	0.00	0.00
D7280	Exposure of an unerupted tooth	370.00	0.00	0.00
D7281	Expos impact/unerupt-aid erupt	210.00	0.00	0.00

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CODE	DESCRIPTION	FEE 1	LAB EXPENSE	MATERIAL
D7282	Mobiliz erupt/malpos th-erupt	370.00	0.00	0.00
D7283	Device for impacted tooth	370.00	0.00	0.00
D7285	Incisional biop oral tiss-hard	306.00	0.00	0.00
D7286	Incisional biop oral tiss-soft	306.00	0.00	0.00
D7288	Brush biopsy-transepith sample	71.00	0.00	0.00
D7290	Surgical reposition of teeth	127.00	0.00	0.00
D7291	T/SC Fiberotomy, B/R	116.00	0.00	0.00
D7292	Plcmt: temp anch scrw plt + Rmv	647.00	0.00	0.00
D7294	Plcmt: temp anch w/o flap + Rmv	1118.00	0.00	0.00
D7296	Corticotomy - 1-3 th, per quad	303.00	0.00	0.00
D7297	Corticotomy - 4+ teeth per quad	303.00	0.00	0.00
D7310	Alveoloplasty w/ext 4+, quad	428.00	0.00	0.00
D7311	Alveoloplasty w/ext 1-3 th/quad	370.00	0.00	0.00
D7320	Alveoloplasty w/o ext 4+, quad	428.00	0.00	0.00
D7321	Alveoloplsty w/o ex 1-3 th/quad	370.00	0.00	0.00
D7340	Vestibuloplasty-ridge ext -2nd	399.00	0.00	0.00
D7350	Vestiplasty-ridge ext (inc)	613.00	0.00	0.00
D7410	Excision benign lesion<=1.25cm	318.00	0.00	0.00
D7411	Excision benign lesion>1.25 cm	491.00	0.00	0.00
D7430	Ex benign tumor-diam <= 1.25cm	131.00	0.00	0.00
D7431	Ex benign tumor-diam > 1.25 cm	315.00	0.00	0.00
D7450	Rem benign odont-diam<=1.25cm	370.00	0.00	0.00
D7451	Rem benign odont-diam>1.25 cm	463.00	0.00	0.00
D7460	Rem benign nonodont-di<=1.25cm	370.00	0.00	0.00
D7461	Rem benign nonodont-diam>1.25cm	353.00	0.00	0.00
D7470	Rem exostosis-maxilla/mandible	262.00	0.00	0.00
D7471	Rem lat exostosis-maxil/mand	614.00	0.00	0.00
D7472	Removal of torus palatinus	859.00	0.00	0.00
D7473	Removal of torus mandibularis	614.00	0.00	0.00
D7485	Reduction of osseous tuberosity	672.00	0.00	0.00
D7510	Incis/drain abscess-intra soft	248.00	0.00	0.00
D7511	Incis/drain abscs-int soft comp	428.00	0.00	0.00
D7520	Incis/drain abscess-extra soft	307.00	0.00	0.00
D7530	Remove foreign body from tissue	307.00	0.00	0.00
D7540	Remove foreign body from bone	238.00	0.00	0.00
D7550	Partial ostect/sequestrectomy	248.00	0.00	0.00
D7560	Maxill sinusotomy-rem foreign	307.00	0.00	0.00
D7610	Maxilla-open red (teeth immob)	613.00	0.00	0.00
D7620	Maxilla-closed red(teeth immob)	412.00	0.00	0.00
D7630	Mandible-open red (teeth immob)	766.00	0.00	0.00
D7640	Mandible-closed red (th immob)	411.00	0.00	0.00
D7670	Alveolus-closed reduction	613.00	0.00	0.00
D7710	Maxilla-open reduction	766.00	0.00	0.00
D7720	Maxilla-closed reduction	491.00	0.00	0.00
D7730	Mandible-open reduction	766.00	0.00	0.00
D7740	Mandible-closed reduction	491.00	0.00	0.00
D7820	Closed reduction of dislocate	62.00	0.00	0.00
D7830	Manipulation under anesthesia	100.00	0.00	0.00
D7880	Occlusal orthotic device, B/R	921.00	0.00	0.00
D7911	Complicated suture-up to 5 cm	262.00	0.00	0.00
D7912	Complicated suture-over 5 cm	368.00	0.00	0.00
D7921	Coll/App Autologous Blood Conc	105.00	0.00	0.00
D7922	Placement of dressing, per site	100.00	0.00	0.00
D7950	Graft of mandible/maxilla B/R	1729.00	0.00	0.00
D7951	Sinus Augmentation w/Bone	2756.00	0.00	0.00
D7952	Sinus Augment.Vertical Approach	1102.00	0.00	0.00
D7953	Bone repl grft ridge prsv/site	420.00	0.00	0.00
D7955	Rep maxillofacial sft/hrd tis	386.00	0.00	0.00
D7960	Frenulectomy-separate procedur	353.00	0.00	0.00
D7961	Frenectomy - buccal/labial	353.00	0.00	0.00
D7962	Frenectomy - lingual	353.00	0.00	0.00
D7963	Frenuloplasty	370.00	0.00	0.00

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D7970	Excision, hyperplast tiss-arch	524.00	0.00	0.00
D7971	Excision-pericoronal ging /arch	203.00	0.00	0.00
D7972	Surg reduc, fibrous tuberosity	147.00	0.00	0.00
D7979	Non-surgical sialolithotomy	140.00	0.00	0.00
D7980	Sialolithotomy	185.00	0.00	0.00
D7982	Sialodochoplasty	89.00	0.00	0.00
D7983	Closure of salivary fistula	131.00	0.00	0.00
D8010	Limited ortho trt, primary dent	492.00	0.00	0.00
D8020	Limited ortho trt, transitional	492.00	0.00	0.00
D8030	Limited ortho treat, adolescent	3150.00	0.00	0.00
D8040	Limited ortho treat, adult dent	2000.00	0.00	0.00
D8050	Intercep orth trt, primary dent	492.00	0.00	0.00
D8060	Intercep orth trt, transitional	492.00	0.00	0.00
D8070	Comprehensive orth,transitional	3617.00	0.00	0.00
D8080	Comprehensive ortho, adolescent	5000.00	0.00	0.00
D8090	Comprehensive ortho, adult dent	5000.00	0.00	0.00
D8210	Removable appliance therapy	430.00	0.00	0.00
D8220	Fixed appliance therapy	430.00	0.00	0.00
D8306	Limited Trtmt. (1 arch or-)6mo.	210.00	0.00	0.00
D8312	Limit. Trtmt (1ArchOr-) 12 mo.	189.00	0.00	0.00
D8660	Pre-orthodontic treatment exam	75.00	0.00	0.00
D8671	Period orth trt assoc ortho srg	0.00	0.00	0.00
D8680	Orthodontic retention	200.00	0.00	0.00
D8681	Remov ortho retainer adjustment	100.00	0.00	0.00
D8691	Repair of orthodontic appliance	150.00	0.00	0.00
D8692	Retainer replacemnt-lost/broken	200.00	0.00	0.00
D8693	Recement/bond of fixed retainer	79.00	0.00	0.00
D8698	Recment/bond fxd retainer-maxil	116.00	0.00	0.00
D8699	Recment/bond fxd retainer-mand	116.00	0.00	0.00
D8703	Replace retainer-maxillary	270.00	0.00	0.00
D8704	Replace retainer-mandibular	270.00	0.00	0.00
D9110	Emerg treatment, palliative	168.00	0.00	0.00
D9120	Fixed partl denture sectioning	150.00	0.00	0.00
D9130	TMJ:non-invasive phys therapies	1.00	0.00	0.00
D9219	Eval for deep sedat/gen anesth	0.00	0.00	0.00
D9220	Deep sedat/gen anesth-1st 30m	140.00	0.00	0.00
D9222	Deep sedat/gen anesth- 1st15min	0.00	0.00	0.00
D9223	Deep sedat/gen anesth-ea15m	0.00	0.00	0.00
D9230	Analgesia-inhal of nitrous oxid	50.00	0.00	0.00
D9248	Non IV conscious sedation	150.00	0.00	0.00
D9310	Consultation (2nd opinion)	0.00	0.00	0.00
D9410	Professional house call	168.00	0.00	0.00
D9430	Office visit for observation	63.00	0.00	0.00
D9440	Office visit-after regular hrs	195.00	0.00	0.00
D9450	Case present,detailed/extens tx	0.00	0.00	0.00
D9610	Therap parenteral drug, 1 dose	158.00	0.00	0.00
D9630	Drugs/medicaments for home use	25.00	0.00	0.00
D9910	Application of desensitize med	44.00	0.00	0.00
D9911	Apply desensitiz' resin, per th	62.00	0.00	0.00
D9930	Treat complications-postsurgic	64.00	0.00	0.00
D9931	Clean/insp of rmvbl appliance	0.00	0.00	0.00
D9932	Clean/insp of maxl comp denture	0.00	0.00	0.00
D9933	Clean/insp of mand comp denture	0.00	0.00	0.00
D9934	Clean/insp of maxl part denture	0.00	0.00	0.00
D9935	Clean/insp of mand part denture	0.00	0.00	0.00
D9940	Occlusal guard, by report	388.00	0.00	0.00
D9941	Fabricate athletic mouthguards	163.00	0.00	0.00
D9942	Repair/Reline of occlusal guard	158.00	0.00	0.00
D9944	Occlusal guard- hard, full arch	430.00	0.00	0.00
D9945	Occlusal guard- soft, full arch	175.00	0.00	0.00
D9946	Occlusal guard- hard, part arch	289.00	0.00	0.00
D9951	Occlusal adjustment-limited	158.00	0.00	0.00

*Using Office Fee Schedule

FEE SCHEDULE

Ronald L. Clark, D.D.S.

Date: 04/22/2026 **Page:** 11

CODE	DESCRIPTION	FEE 1	LAB EXPENSE	MATERIAL
D9952	Occlusal adjustment-complete	368.00	0.00	0.00
D9953	Reline custom sleep apnea appl	0.00	0.00	0.00
D9970	Enamel microabrasion	368.00	0.00	0.00
D9971	Odontoplasty 1-2 teeth-rmv enam	80.00	0.00	0.00
D9972	External Bleaching-Office-Arch	158.00	0.00	0.00
D9973	External bleaching-per tooth	168.00	0.00	0.00
D9974	Internal bleaching-per tooth	116.00	0.00	0.00
D9975	External Bleaching-Home-Arch	168.00	0.00	0.00
D9980	Sterilization Surcharge	0.00	0.00	0.00
D9986	Missed appointment	25.00	0.00	0.00
D9987	Cancelled Appointment	26.00	0.00	0.00
D9999	Unspecified adjunct. proced,B/R	11.00	0.00	0.00
F	Fixodent	37.00	0.00	0.00
H/C	Healing Collar	0.00	0.00	0.00
I	Medical Ins Billed	0.00	0.00	0.00
Laser	Laser	0.00	0.00	0.00
P	PreviDent 5000	13.00	0.00	0.00
15000	Drifting - Mesial	0.00	0.00	0.00
15001	Drifting - Distal	0.00	0.00	0.00
15002	Impacted - Distal	0.00	0.00	0.00
15003	Impacted - Mesial	0.00	0.00	0.00
15004	Bleeding	0.00	0.00	0.00
15005	Abrasion	0.00	0.00	0.00
15006	Periodontal abscess	0.00	0.00	0.00
15007	Calculus	0.00	0.00	0.00
15008	Plaque	0.00	0.00	0.00
15009	Watch Tooth	0.00	0.00	0.00
15011	Hypersensitivity	0.00	0.00	0.00
15012	Recession	0.00	0.00	0.00
15100	Missing tooth, more than a year	0.00	0.00	0.00
15101	Missing tooth	0.00	0.00	0.00
15102	Prem. loss, pri tooth, > a year	0.00	0.00	0.00
15103	Prem. loss, primary tooth	0.00	0.00	0.00
15104	Deep dentinal/cemental caries	0.00	0.00	0.00
15105	Caries Check	0.00	0.00	0.00
15106	Incipient Caries	0.00	0.00	0.00
15107	Recurring caries/surface restor	0.00	0.00	0.00
15108	Restoration,poor marg.integrity	0.00	0.00	0.00
15109	Fractured restoration	0.00	0.00	0.00
15110	Fractured th, needs restoration	0.00	0.00	0.00
15111	Non-functional tooth	0.00	0.00	0.00
15112	Open contact - Mesial	0.00	0.00	0.00
15113	Open contact - Distal	0.00	0.00	0.00
15114	Unerupted tooth	0.00	0.00	0.00
15115	Periapical abcess	0.00	0.00	0.00
15116	Implant	0.00	0.00	0.00
20999	Orthopedic splint (orthotic)	0.00	0.00	0.00
209999	Mandibular kinesiograph record	0.00	0.00	0.00
21212	Whitening Gel	25.00	0.00	0.00
21213	Opalescence Go Whitening	85.00	0.00	0.00
22222	Opalescence Tooth Paste	8.00	0.00	0.00
22223	Gloves/Masks	16.00	0.00	0.00
22224	Peridex-mouth rinse	16.00	0.00	0.00
22225	Oral-B Hummingbird	6.00	0.00	0.00
22226	Hummingbird Flossers	4.00	0.00	0.00
22227	Hummingbird Picks	4.00	0.00	0.00
64550	Transcutan. electric. stimulat.	0.00	0.00	0.00
80001	AED-Spare Denture	100.00	0.00	0.00
90620	Exam and consultation	0.00	0.00	0.00
95831	Muscle testing	0.00	0.00	0.00
95868	Electromyography	105.00	0.00	0.00
97700	Adjust orthotic/splint	0.00	0.00	0.00

*Using Office Fee Schedule

FEE SCHEDULE

Ronald L. Clark, D.D.S.

Date: 04/22/2026 **Page:** 12

CODE	DESCRIPTION	FEE 1	LAB EXPENSE	MATERIAL
99990	Failed Appointment Fee	26.00	0.00	0.00
99999	Don't Use	0.00	0.00	0.00

The Dentists Insurance Company
1201 K Street, 14th Floor, Sacramento, CA 95814

Declarations Insert

In consideration of the required premium, this policy is effective for the **policy period** beginning and ending at 12:01 a.m. at the insured address below and subject to the Limit of Liability for each Coverage stated below and subject to all provisions of the Policy Form, all Endorsements, and **your** application. This Declarations Insert attaches to and becomes part of Policy Form PBL2200-0115AS.

Policy Number	Policy Period Effective Date	Policy Period Expiration Date
8015444301	07/01/2025	07/01/2026

Named Insured	Class Description
Ronald L. Clark, DDS 727 Washington St Red Bluff, CA 96080-3322	11 General Dentist utilizing local, nitrous oxide or oral conscious sedation.

Dental Specialty	State / Component	Territory
00 General Dentist	California	C

Limits of Liability		Coverage	Retroactive Date
Each Claim	$1,000,000	Coverage A - Dentists Professional Liability Claims Made Form	07/01/1993
Each Occurrence	$1,000,000	Coverage B - Dentists Business Liability Occurrence Form	Not Applicable
Aggregate Limit for All Claims Under Coverages A & B combined	$3,000,000		
Aggregate	$100,000	Coverage C - Dental Employment Benefits Liability Claims Made Form	07/01/1993
Aggregate Defense Costs Reduce Limits	Not Applicable	Coverage D - Dental Employment Practices Liability (optional) Claims Made Form - 20% co-payment	Not Applicable
Aggregate	$60,000	Coverage E - Dental Medical Waste Legal Defense Occurrence Form - 20% co-payment	Not Applicable
Aggregate	$100,000	Coverage F - Regulatory Authority Legal Defense Costs Claims Made Form	07/01/1993

Policy Premium

Total: $1,868.00

Discounts

Notices

Endorsements made a part of this policy:

PBL2026-0524AS	PBL2122-0524AS	PBL2044-0524AS	PBL2500-0524CA	PBL2010-0524AS
PBL2527-0524AS	PBL2560-0524AS	PBL2565-0524AS	PBL2900-0524AS	

For questions regarding your insurance call: 800.733.0633

05/29/2025
Date issued

Todd D. Lewis
Chief Executive Officer

PBL1111-0524AS

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.

E-Contract Review
Approval as to Form

Department Name: Tehama County Sheriff's Office

Vendor Name: Dr. Ronald Clark, DDS.

Document Description: Agreement for Dental Services for inmates

APPROVED AS TO FORM:

Date: 4/22/26

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

Tehama County

Agenda Request Form

File #: 26-0723 **Agenda Date:** 5/19/2026 **Agenda #:** 18.

SHERIFF'S OFFICE - Sheriff Dave Kain

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Chair and the Sheriff to sign the Agreement with Ronald L. Clark, DDS, for the purpose of providing medical services to assist the Tehama County Coroners with decedent investigations, with a not to exceed amount of $25,000, effective 7/1/26, and shall remain in effect until 6/30/27

Financial Impact:
The funding source for the Agreement has been budgeted for FY 26/27 in Coroner Budget 2072-53230.

Background Information:
For more than ten years, Dr. Clark has provided specialized dental and medical support to the Tehama County Coroner's Office. His expertise plays a critical role in assisting with decedent identification and related investigative needs when required. Dr. Clark's longstanding service and technical knowledge have contributed significantly to the accuracy and efficiency of coroner investigations in the county.

There is a deviation in the insurance requirements presented in Exhibit "A". The deviation follows the Board approved Agreement 2025-204. Dr. Clark has carried coverage with The Dentists Insurance Company (TDIC) since 1993 with no malpractice claims being filed against him. Dr. Clark has always carried the required malpractice insurance, general liability insurance and workers' compensation necessary to run his dental business successfully and safely for his patients and employees.

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND RONALD L. CLARK, DDS

This agreement is entered into between the County of Tehama, through its Sheriff's Office (County) and Ronald L. Clark, DDS (Contractor) for the provision of providing certain medical services to assist the Tehama County Sheriff/Coroner in performing his/her statutory duties.

1. **RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall, upon request by the Tehama County Sheriff/Coroner or his/her authorized deputies, perform a review of the medical or dental records of decedents, perform external examinations of decedents, and/or perform external and internal investigations of decedents.

2. **RESPONSIBILITIES OF THE COUNTY**

County shall compensate Contractor for its services pursuant to Sections 3 and 4 of this agreement.

3. **COMPENSATION**

Contractor shall be paid the sum of $100.00 for each review of a decedent's medical or dental records. Contractor shall be paid in the sum of $500.00 for each external examination of a decedent at the morgue facility. Contractor shall be paid the sum of $500.00 for each external examination of a decedent in the field. Contractor shall be paid the sum of $700.00 for each full examination of a decedent. The Maximum Compensation payable under this Agreement shall not exceed $25,000.00. 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, 2026, and shall terminate June 30, 2027, unless terminated due to the conditions set forth herein.

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 Sheriff.

7. **ENTIRE AGREEMENT; MODIFICATION**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. **NONASSIGNMENT OF AGREEMENT**

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

9. **EMPLOYMENT STATUS**

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

10. **INDEMNIFICATION**

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's

"independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11. **INSURANCE**

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

12. **PREVAILING WAGE**

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq., 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 for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Codes section 1771.1(a)).

Contractor acknowledges that no contractor or subcontractor may be awarded a contract for public works on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5

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:

NOTICES TO COUNTY:
Tehama County Sheriff's Office
Attn: Dave Kain, Sheriff-Coroner
P.O. BOX 729
Red Bluff, CA 96080
(530) 527-7900
dkain@tehamaso.org

NOTICES TO CONTRACTOR:
Ronald L. Clark, DDS
727 Washington Street
Red Bluff, CA 96080
P: (530) 527-4311
F: (530) 527-7725
jstacy@redbluffdental.com

INVOICES SUBMITTED TO COUNTY:
Tehama County Sheriff's Office
Attn: Accounting Division
P.O. BOX 729
Red Bluff, CA 96080
(530) 528-8979 option 1
nbrummond@tehamaso.org

GRANTS/CONTRACTS TO COUNTY:
Tehama County Sheriff's Office
Attn: Grants/Contracts
P.O. BOX 729
Red Bluff, CA 96080
(530) 528-8979 option 2
jcrane@tehamaso.org

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. **EXHIBITS**

Contractor shall comply with all provisions of Exhibits A, 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 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: _____

_____
Sheriff-Coroner

Date: _____

_____
Chairman, Board of Supervisors

RONALD L. CALRK, DDS

[redacted] 04/27/2025

Ronald L. Clark DDS
Authorized Agent

Agreement #: _____

100382
Vendor Number

2072-53230
Budget Account Number

jstacy@redbluffdental.com
Vendor/Contractor Email Address

(530) 527-4311
Vendor/Contractor Phone 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.

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Workers' Compensation

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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 policies shall include, or be endorsed to include "Tehama County" 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. 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.

The Dentists Insurance Company
1201 K Street, 14th Floor, Sacramento, CA 95814

Declarations Insert

In consideration of the required premium, this policy is effective for the **policy period** beginning and ending at 12:01 a.m. at the insured address below and subject to the Limit of Liability for each Coverage stated below and subject to all provisions of the Policy Form, all Endorsements, and **your** application. This Declarations Insert attaches to and becomes part of Policy Form PBL2200-0115AS.

Policy Number	Policy Period Effective Date	Policy Period Expiration Date
8015444301	07/01/2025	07/01/2026

Named Insured	Class Description
Ronald L. Clark, DDS 727 Washington St Red Bluff, CA 96080-3322	11 General Dentist utilizing local, nitrous oxide or oral conscious sedation.

Dental Specialty	State / Component	Territory
00 General Dentist	California	C

Limits of Liability		Coverage	Retroactive Date
Each Claim	$1,000,000	Coverage A - Dentists Professional Liability Claims Made Form	07/01/1993
Each Occurrence	$1,000,000	Coverage B - Dentists Business Liability Occurrence Form	Not Applicable
Aggregate Limit for All Claims Under Coverages A & B combined	$3,000,000		
Aggregate	$100,000	Coverage C - Dental Employment Benefits Liability Claims Made Form	07/01/1993
Aggregate Defense Costs Reduce Limits	Not Applicable	Coverage D - Dental Employment Practices Liability (optional) Claims Made Form - 20% co-payment	Not Applicable
Aggregate	$60,000	Coverage E - Dental Medical Waste Legal Defense Occurrence Form - 20% co-payment	Not Applicable
Aggregate	$100,000	Coverage F - Regulatory Authority Legal Defense Costs Claims Made Form	07/01/1993

Policy Premium

Total: $1,868.00

Discounts

Notices

Endorsements made a part of this policy:

PBL2026-0524AS	PBL2122-0524AS	PBL2044-0524AS	PBL2500-0524CA	PBL2010-0524AS
PBL2527-0524AS	PBL2560-0524AS	PBL2565-0524AS	PBL2900-0524AS	

For questions regarding your insurance call: 800.733.0633

05/29/2025
Date issued

Todd D. Lewis
Chief Executive Officer

PBL1111-0524AS

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.

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E-Contract Review
Approval as to Form

Department Name: Tehama County Sheriff's Office

Vendor Name: Dr. Ronald Clark, DDS.

Document Description: Agreement for Dental Services for decedent investigations

APPROVED AS TO FORM:

Date: 4/28/26

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

Tehama County

Agenda Request Form

File #: 26-0734 **Agenda Date:** 5/19/2026 **Agenda #:** 19.

SHERIFF'S OFFICE - Sheriff Dave Kain

Requested Action(s)
a) TRANSFER OF FUNDS: SHERIFF; B-66 - From Interfund Revenue (2027-461070), $343,050.00; to Contingency (2002-59000), $343,050.00; and from Contingency (2002-59000), $343,050.00; to Special Dept. Equipment (2027-57608), $343,050.00 (**Requires a 4/5's vote)**

b) AGREEMENT - Request approval and authorization for the Chair and the Sheriff to sign an Agreement with ANDE Corporation, for the purpose of purchasing a rapid DNA testing ANDE 6C Instrument, testing consumables and extended three-year service warranty for the rates set forth in Exhibit "B", with a not to exceed amount of $343,050, effective upon the date of signing and shall remain in effect for 48 months after the date of execution

Financial Impact:
There is no financial impact on the General Fund as funds will be paid out of the County DNA fund 529-301900.

Background Information:
The Sheriff's Office is requesting approval to purchase an ANDE Rapid DNA Analysis Instrument to enhance forensic identification capabilities and improve operational efficiency in criminal investigations.

The ANDE Analysis Instrument is a fully automated, ruggedized system designed for rapid DNA processing in field and laboratory environments. The device integrates sample processing, data analysis, and an embedded Expert System, allowing for a complete "sample-in to results-out" workflow without the need for manual interpretation. The system is capable of generating DNA identification results in less than two (2) hours.

All sample preparation, amplification, separation, detection, and waste containment are self-contained within a single-use ANDE Chip, significantly reducing the risk of contamination and operator error. The instrument does not require routine calibration or frequent component replacement, which minimizes ongoing maintenance demands and operational downtime.

The acquisition of this technology will allow the Sheriff's Office to:

- Expedite identification of suspects, arrestees and decedents
- Support time-sensitive investigations
- Enhance public safety through faster forensic turnaround
- Reduce reliance on external laboratory services

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND ANDE CORPORATION

This agreement is entered into between the County of Tehama, through its Sheriff's Office, ("County") and ANDE Corporation ("Contractor") for the purpose of purchasing an ANDE 6C Instrument, testing consumables and extended three-year service agreement for the Tehama County Sheriff's Office.

RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall provide and install an ANDE 6C Instrument for the purchase of rapidly testing DNA. The contractor shall also provide training, software support/updates for a total of four years, and one year of testing consumables. A description of the product and services is provided in Exhibit B.

1) RESPONSIBILITIES OF THE COUNTY

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

2) COMPENSATION

Contractor shall be paid an all-inclusive fee not to exceed $343,050.00, as described hereto as Exhibit B, for all services rendered under this agreement. 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 beyond the flat fee amount set forth above, of any kind whatsoever, or for any service provided by Contractor after the expiration or other termination of this Agreement. 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.

Agreement #: _____

3) BILLING AND PAYMENT

Contractor shall submit an invoice for the flat fee amount to County within thirty (30) days after Instrument has been received and installed to the reasonable satisfaction of County. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice.

4) TERM OF AGREEMENT

This agreement shall commence on the date of signing and shall terminate 48 months after the date of execution, unless terminated in accordance with section 6 below.

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 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 Sheriff-Coroner.

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. 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.

12) 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.

13) 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.

14) 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.

15) 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.

16) 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.

17) 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:

NOTICES TO COUNTY:
Tehama County Sheriff's Office
Attn: Dave Kain, Sheriff-Coroner
P.O. BOX 729
Red Bluff, CA 96080
(530) 527-7900
dkain@tehamaso.org

NOTICES TO CONTRACTOR:
ANDE Corporation
Attn: Brian Barber
1860 Industrial Circle, Suite A
Longmont, Colorado 80501
(720) 438-8574
bribar1@ande.com

INVOICES SUBMITTED TO COUNTY:
Tehama County Sheriff's Office
Attn: Nickoli Brummond
P.O. BOX 729
Red Bluff, CA 96080
(530) 528-8979 option 1
nbrummond@tehamaso.org

GRANTS/CONTRACTS TO COUNTY:
Tehama County Sheriff's Office
Attn: Grants/Contracts
P.O. BOX 729
Red Bluff, CA 96080
(530) 528-8979 option 2
jcrane@tehamaso.org

Notice shall be deemed to be effective two days after mailing.

18) 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.

19) 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.

20) LICENSING OR ACCREDITATION

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

21) 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.

22) 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.

23) 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.

24) 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.

25) 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.

26) EXHIBITS

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

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

COUNTY OF TEHAMA

Date: _____

_____
Sheriff-Coroner

Date: _____

_____
Chairman, Board of Supervisors

ANDE CORPORATION

Date: 05/04/2026

Steve Bohn
_____
Steven Bohn, CFO

Agreement #: _____

V000448
Vendor Number

2027-57608
Budget Account Number

bribar1@ande.com
Vendor Email

(720) 438-8574
Vendor Phone Number

Exhibit A

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Exhibit B



Rapid DNA System
Quotation

1860 Industrial Circle, Suite A
Longmont, CO 80501

ANDE.com

©ANDE Corporation 2024, All Rights Reserved

©ANDE Proprietary: Controlled Dissemination

QUOTATION

ANDE Corporation

1860 Industrial Circle, Suite A
Longmont, Colorado 80501
www.ANDE.com

Tehama County Sheriff's Office

QUOTE Q-02313
DATE 3/25/2026
EXPIRES 5/31/2026

BILLING
Tehama County Sheriff's Office
22840 Antelope Boulevard
Red Bluff CA 96080

SHIPPING
Tehama County Sheriff's Office
22840 Antelope Boulevard
Red Bluff CA 96080

CONTACT
Nickoli Brummond
530-528-8979
nbrummond@tehamaso.org

ACCOUNT EXECUTIVE
Brian Barber
bribar1@ande.com

DELIVERY METHOD
FOB Origin

PAYMENT METHOD
Net 30

INSTRUMENT & TRAINING

QTY	PART #	PRODUCT	DESCRIPTION	LIST PRICE	SALES PRICE	TOTAL
1.00	A0120001003	ANDE 6C Instrument	ANDE 6-Color Instrument with Pre-installed expert system software and a color screen interface. Includes: - ANDE Chip Loading Fixture - Barcode Scanner - Grounded Power Cord	USD 300,000.00	USD 180,000.00	**USD 180,000.00**
1.00	A1230001001	Shipping - Instrument - Domestic	Instrument Shipping Charges (Per Instrument)	USD 1,000.00	USD 1,000.00	**USD 1,000.00**
1.00	A1110001193	ANDE Installation Services	Installation Services will send an ANDE certified technician to perform the on-site installation for the ANDE system.	USD 4,500.00	USD 4,500.00	**USD 4,500.00**
1.00	A0410001005	FAIRS	FAIRS Software supports a local DNA database function to store, match and retrieve DNA profiles. FAIRS Software enables the integration and management of ANDE data with laboratory and police station workflows. On-board security supports the need for data privacy. Includes ANDE laptop.	USD 5,000.00	USD 3,750.00	**USD 3,750.00**
1.00	A0610001149	ANDE System Training	Technical Introduction, Operational & Administration Training 10 Hours Onsite Training for 4 People Includes Travel & 2 A-Chips	USD 10,800.00	USD 7,800.00	**USD 7,800.00**
1.00	A0610001135	Forensic Sample Collection Training - Customer (Domestic)	Hands-on training in the collection and processing of forensic samples on the ANDE System. On-site, 4-hour training for 4 People. Includes 2 I-Chips.	USD 4,200.00	USD 4,200.00	**USD 4,200.00**

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QTY	PART #	PRODUCT	DESCRIPTION	LIST PRICE	SALES PRICE	TOTAL
1.00	A0610001177	ANDE FAIRS Claimed Relations User Training	This training provides an introduction to the use of ANDE FAIRS Claimed Relationship Software. May be provided online or on-site. 2-hour training for 4 students.	USD 1,500.00	USD 1,500.00	**USD 1,500.00**
1.00	A0610001171	ANDE Human Remains & Family Reference Sample Processing Training - Domestic		USD 4,800.00	USD 4,800.00	**USD 4,800.00**
					INSTRUMENT & TRAINING TOTAL:	USD 207,550.00

CONSUMABLES - Year 1

QTY	PART #	PRODUCT	DESCRIPTION	LIST PRICE	SALES PRICE	TOTAL
10.00	A0210001057	ANDE A-Chip	A-Chips process up to 5 samples simultaneously using 27 loci.	USD 1,425.00	USD 1,100.00	**USD 11,000.00**
40.00	A0210001060	ANDE I-Chip	I-Chips process up to 4 samples simultaneously using 27 loci.	USD 1,425.00	USD 1,100.00	**USD 44,000.00**
250.00	A0310001121	Rapid DNA Smart Swab Single Pack	Rapid DNA Smart Swab Single Pack with RFID, barcode labels, protective tube, and integrated desiccants. Must be ordered in multiples of 50.	USD 3.50	USD 0.00	**USD 0.00**
50.00	A1230001001	Shipping - Chip - Domestic	Chip Shipping Charges (Per Chip)	USD 90.00	USD 90.00	**USD 4,500.00**
					CONSUMABLES - Year 1 TOTAL:	USD 59,500.00

SERVICE CONTRACT - 3 - Year (Post Warranty)

QTY	PART #	PRODUCT	DESCRIPTION	LIST PRICE	SALES PRICE	TOTAL
1.00	A1110001183	Service Contract 3-Year	Service contract includes diagnostics and repair of the ANDE system in the event of a failure of a major subsystem, as well as software and hardware upgrades.	USD 76,000.00	USD 76,000.00	**USD 76,000.00**
					SERVICE CONTRACT - 3 - Year (Post Warranty) TOTAL:	USD 76,000.00

Optional Items

QTY	PART #	PRODUCT	DESCRIPTION	LIST PRICE	SALES PRICE	TOTAL
1.00	A0110001047	Ruggedized Transport Case w/ Cart and Hold Down Bracket	Case provides shock and vibration protection that exceeds MIL-STD 810G.	USD 17,500.00	USD 14,000.00	**USD 14,000.00**
					Optional Items TOTAL:	USD 14,000.00

GRAND TOTAL:	USD 343,050.00

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QUOTATION

SPECIAL INSTRUCTIONS

TERMS & CONDITIONS

I hereby acknowledge that I have read the terms and conditions as provided in the 'Terms & Conditions for ANDE Equipment and Services Sales Agreements' available at https://www.ande.com/terms-conditions/ Title to goods passes when goods leave ANDE shipping facilities, or ANDE's designated ship from point. I understand and agree to all the terms and conditions presented in the agreement.

Signature: _____ **Effective Date:** _____/_____/_____

Name (Print): Dave Kain **Title:** Sheriff-Coroner

ACCOUNT: Tehama County Sheriff's Office
QUOTE: Q-02313-1
EXPIRES: 5/31/2026
GRAND TOTAL: USD 343,050 **Excludes Optional Services**

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HARDWARE AND CONSUMABLES

ANDE Instrument



The ANDE Analysis Instrument is a fully automated, ruggedized, device with integrated data analysis and Expert System software. The instrument automatically performs sample-in to results-out processing and analysis. The system generates DNA Identities in less than 2 hours. Calibration and routine component replacement is not required. All aspects of sample processing, including waste containment, are performed on the single-use ANDE Chip.

ANDE Chip



The ANDE Chip functions as a fully integrated lab-on a chip with a multiplex Short Tandem Repeat (STR) assay. Integrated processing steps include purification, PCR amplification, electrophoretic separation, and detection of STR markers. Each sample has a dedicated channel within the Chip, reducing the risk of cross contamination. Chips can be stored at room temperature, eliminating the need for freezers and refrigerators for reagent storage.

ANDE Smart Swabs



The ANDE Swabs include built-in RFID tags and bar codes to provide traceability and minimize the opportunity for sample switches. The ANDE Swab is designed to fully seal and lock into the ANDE Chip to minimize any potential for cross-contamination. The swabs come with a built-in desiccant allowing the samples to be preserved for longer periods of transport.

ANDE Ruggedized Transport Case



Ruggedized hard case for transport of the ANDE instrument to field forward locations. Hardcase is designed to fit through 33" clear openings and comes with a cart for easy manuvering. Accessories pouches allow all necessary tools, accessories, and a laptop computer to be transported with the instrument. Instrument can be operated without being removed from the case. Case provides shock and vibration protection that exceeds MIL-STD 810G.

EXHIBIT B (Support Agreement)

1 Introduction

The following are ANDE's Support Service Terms that outline the service levels that customers who have purchased an ANDE instrument can expect to receive. The document lays out the responsibilities that ANDE and the customer assume to ensure that the best level of service is achieved.

2 Standard Support Service

The ANDE Standard Service is designed to support the operational activities of the customer to assure the maximum availability & performance of the ANDE machine and related consumables. The ANDE Standard Support Service is primarily targeted for customers that must have the service available **during U.S. business hours.**

The ANDE Standard Support Service comprises the following components:

- Helpdesk
- Fault Investigation and Resolution
- Software and Hardware Updates and Upgrades
- Reporting

2.1 Helpdesk

The helpdesk gives the customer a single interface for all operations and maintenance requests – technical requests, consultations, emergency requests etc.

2.2 Fault Investigation and Resolution

2.2.1 Customer Support Request (CSR) handling

2.2.1.1 General

The CSR handling process covers all services related to any faults within the ANDE machine or related consumables.

2.2.1.2 Responsibility for Service Completion

ANDE has responsibility for CSR response, analysis and resolution within the agreed response times as outlined in 2.2.2 below. The customer will support ANDE by providing timely notification of faults, a complete a description of the fault, timely access, including

remote access, to the ANDE machine, and, if required, expedited return of failed consumables to ensure the ANDE Service is returned to normal operating mode as quickly as possible.

2.2.1.3 Submitting Customer Service Requests (CSR's)

When faults are detected, it is the customer's responsibility to timely submit a CSR via telephone to the number or email address noted below. During the call, the customer will be asked to provide detailed information about the nature of the issue, the impact of the issue on normal operations, and any other information that will assist ANDE in initiating the fault analysis and resolution process. If email is used, this same information should be included within the body of the email.

Method	Contact detail	Service hours
Phone number	(800)-ANDE-209 or (800)-263-3209	Continental US Business Hours 8:00 am to 8:00 pm EST
Email	customer.support@ande.com	All email requests will be replied to within the next business day
Customer Support Web Portal	Navigate to www.ande.com, select "Contact", then select "Web Portal"	All service requests submitted via the web portal will be replied to within the next business day

2.2.1.4 Severity

All CSR's shall be assigned a severity according to the definitions below. ANDE assigns the severity after consultation with the customer, according to the guidelines in the table below.

Severity	Guideline
Severity 0	A **complete outage** of the ANDE system where the organization is unable to process any RapidDNA samples.

EXHIBIT B (Support Agreement)

Severity 1	A **significant impairment** of the system that is sufficient to result in the inability of the customer to reliably process RapidDNA samples.
Severity 2	**Limited impact** to functionality, but not the whole ANDE system. Examples: Small restarts, degraded performance, intermittent sample failures, inability to review results on the ANDE FAIRS.
Severity 3	General consultation and **minor problems** that have a minor effect on the functionality of the product. Examples: Documentation faults, password recovery, minor design imperfections. General Operational & technical questions.

After the application of a procedure or a workaround, the CSR may be closed or the Severity may be downgraded if the customer agrees that this is merited.

2.2.1.5 CSR Communication

Upon receipt of the CSR, a notification message shall be immediately sent to a distribution list of people at the customer and within ANDE. This distribution list can vary depending on the severity classification.

Within the CSR response time, as defined in 2.2.2, ANDE will initiate analysis of the CSR and respond to the customer, providing at least the following information:

- The CSR ID
- The activities that have been initiated
- A person responsible and how he / she can be contacted
- The time interval to when the next update of information will be provided.

ANDE support specialists will continue to work the CSR until the issue is resolved and the CSR is closed.

2.2.1.6 CSR tracking and update

To facilitate post-event analysis and review, all activity steps shall be logged. ANDE will undertake the necessary steps to produce relief, in the form of a final resolution or an interim workaround, within the times specified within these terms of service.

Following resolution of any Severity 0 or 1 issue, ANDE will produce a root cause analysis document that outlines:

- A detailed problem report description
- A detailed problem analysis

- The corrective steps taken, including timeframes.

When the customer agrees that the issue has been resolved, the CSR will be closed.

2.2.1.7 Online Access

To quickly solve a reported issue, ANDE's experts may require remote access to the ANDE machine and the customer agrees to provide such access This access is accomplished via a data link that is established when required and released thereafter.

For the analysis of some issues, ANDE may require the customer to return consumables in a timely manner, so that analysis may be performed at ANDE's labs.

2.2.1.8 On-site Support

If the customer requests on-site support for troubleshooting, ANDE will provide at an additional charge.

2.2.2 Response Times

Response times are always calculated from the time that a valid and complete CSR has been lodged with ANDE via the phone number listed in 2.2.1.3 above.

Following response times apply for ANDE Support Specialist engagement:

ANDE Standard Support		
Severity	**Telephone Availability**	**ANDE Engagement**
Severity 0	8:00 am to 8:00 pm Eastern	30 mins typically
		60 mins max
Severity 1	8:00 am to 8:00 pm Eastern	30 min. typically
		60 min max.
Severity 2	8:00 am to 8:00 pm Eastern	4 hrs typically
		Next Business Day
Severity 3	8:00 am to 8:00 pm Eastern	5 Business Days
		10 Business Days

EXHIBIT B (Support Agreement)

If ANDE determines that the resolution of a Severity 0 or 1 CSR requires the replacement of the ANDE machine, a replacement machine will be shipped to the customer within 72 hours.

Business Hours: Mon - Fri, 08:00 - 20:00 (Eastern Time), excl. National Holidays

The following are target resolution times that ANDE will seek to achieve:

ANDE Standard Support		
Severity	***Share***	***Resolution***
Severity 0	90%	2 hours
	97%	24 hours
Severity 1	90%	2 hours
	97%	24 hours
Severity 2	90%	48 hours
	97%	5 days
Severity 3	90%	90 days
	97%	Next Major Release

2.3 Software and Hardware Maintenance

2.3.1 Updates and Upgrades

For support and maintenance reasons ANDE may deliver and implement various updates or upgrades, either as preventive and/or corrective maintenance.

These updates and upgrades are included in the Support Service at no additional cost to the customer. Charges will apply should ANDE assistance be required for the implementation of such upgrades or updates. The customer is responsible for facilitating ANDE's access to the ANDE machine and related consumables to make sure that any such updates or upgrades can be carried out in a timely manner. To ensure compliance with the terms of the ANDE Support Service, the ANDE machine cannot be allowed to fall more than one release behind the current release.

These updates and upgrades may include Software as well as Hardware.

2.3.1.1 Documentation

ANDE will provide the customer with an overview of any changes included within these updates and upgrades, including instructions on how to use any functionality that is added or modified as a result of these changes.

2.4 Miscellaneous

The customer is responsible for ensuring that the transportation monitoring device attached to each shipment is returned to ANDE for appropriate analysis. This ensures that we are constantly monitoring and improving the quality of our shipping process.

Tehama County Sheriff's Office - Agreement - ANDE - DNA Machine

Final Audit Report 2026-05-04

Created:	2026-05-04
By:	Tehama County Sheriff-Coroner (accounting@tehamaso.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4MSGrk7rRyiOpgw9hF2o2FDOn0w583gs

"Tehama County Sheriff's Office - Agreement - ANDE - DNA Machine" History

Document created by Tehama County Sheriff-Coroner (accounting@tehamaso.org)
2026-05-04 - 2:49:41 PM GMT

Document emailed to Steve Bohn (strboh7@ande.com) for signature
2026-05-04 - 2:49:51 PM GMT

Email viewed by Steve Bohn (strboh7@ande.com)
2026-05-04 - 2:53:35 PM GMT

Document e-signed by Steve Bohn (strboh7@ande.com)
Signature Date: 2026-05-04 - 2:54:08 PM GMT - Time Source: server

Agreement completed.
2026-05-04 - 2:54:08 PM GMT

Powered by Adobe Acrobat Sign

Tehama County Auditor's Office

BUDGET APPROPRIATION INCREASE REQUEST

Auditor Number B-66

DEPARTMENT NAME Sheriff/County DNA

Date: /5/7/2026

I am requesting an increase to my budget appropriates as listed below:

Check one [X] **"Previous Year Revenue"** [ ] **"New Revenue"**

Funding Source County DNA monies held in 529-301900 to purchase a rapid DNA testing ANDE 6C Instrument.

****Note** ***General Fund and Public Safety "MUST" use Contingency when increasing budget***

Increase Revenue Budget				Increase Expenditure Budget			
FUND DEPT NO	**ACCOUNT NUMBER**	**ACCOUNT NAME**	**AMOUNT**	**FUND DEPT NO**	**ACCOUNT NUMBER**	**ACCOUNT NAME**	**AMOUNT**
2027	461070	Interfund Revenue	$ 343,050.00	2002	59000	Contingency	$ 343,050.00
2002	59000	Contingency	$ 343,050.00	2027	57608	Special Dept Equipment	$ 343,050.00
		Total Journal	**$ 686,100.00**			Total Journal	**$ 686,100.00**

TRANSFER APPROVED

SIGNATURE OF REQUESTING OFFICIAL 050726 DATE

SANDRA PALMER 5/7/2026

AUDITOR DATE

BOARD OF SUPERVISORS DATE

A-117
07/2018

E-Contract Review
Approval as to Form

Department Name: Tehama County Sheriff's Office

Vendor Name: ANDE Corporation

Document Description: Agreement for DNA testing equipment and service contrac

APPROVED AS TO FORM:

Date: 5/6/26

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

Tehama County

Agenda Request Form

File #: 26-0731 **Agenda Date:** 5/19/2026 **Agenda #:** 20.

BOARD OF SUPERVISORS - Chief Administrator Gabriel Hydrick

Requested Action(s)
a) ORDINANCE- Request the adoption of an Ordinance amending Ordinance No.1922 under Tehama County Code §2.02.020(C) - Compensation to replace the existing $500 monthly automobile allowance with a flat monthly allowance equal to the value of one thousand (1,000) miles at the County's adopted Internal Revenue Service (IRS) standard mileage reimbursement rate

1) Waive the second reading
2) Adopt the ordinance

Financial Impact:
Financial impact will vary depending on the IRS mileage reimbursement rate adopted by the County.

Example using current County rate ($0.70/mile):

- Monthly allowance: $700
- Annual allowance: $8,400

Actual cost will adjust automatically if the County updates its adopted IRS mileage rate.

Background Information:
Ordinance No. 1922 currently provides a fixed automobile allowance of $500 per month for the Board of Supervisors. The Board has determined that the fixed dollar amount does not adequately reflect changes in vehicle operating costs over time. To better align the allowance with current travel cost standards, the proposed amendment replaces the fixed allowance with a monthly flat rate calculated using the County's adopted IRS mileage reimbursement rate.

Under the proposed ordinance:

- The automobile allowance will equal the value of 1,000 miles at the County's adopted IRS mileage reimbursement rate.
- The allowance amount will automatically adjust whenever the County updates its IRS mileage reimbursement rate.
- This increase shall take effect in July of 2026 when the county adopts the 2026 IRS rate and a new fiscal year begins.

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TEHAMA AMENDING ORDINANCE NO. 1922 TO MODIFY THE AUTOMOBILE ALLOWANCE

The Board of Supervisors of the County of Tehama, State of California, does ordain as follows:

Section 1. Purpose and Findings

- Ordinance No. 1922 established a monthly automobile allowance of five hundred dollars ($500) for each member of the Board of Supervisors.
- The Board desires to align the automobile allowance with the County's adopted Internal Revenue Service (IRS) mileage reimbursement rate.
- Establishing the allowance as a flat monthly amount calculated from one thousand (1,000) miles at the current County mileage reimbursement rate provides a standardized and adjustable allowance consistent with Title 2, Chapter 2.42 of the Tehama County Code County travel reimbursement policies

Section 2. Amendment to Ordinance No. 1922

Section 2.02.020 – Compensation generally – Benefits (Part C.) The automobile allowance provision contained in Ordinance No. 1922 is hereby amended to read as follows:

Automobile Allowance

Each member of the Board of Supervisors shall receive a monthly automobile allowance equal to the value of one thousand (1,000) miles at the County of Tehama's adopted Internal Revenue Service (IRS) standard mileage reimbursement rate.

- The allowance shall be paid as a flat monthly amount.
- The allowance amount shall automatically adjust whenever the County adopts a revised IRS mileage reimbursement rate, and shall be recalculated using:

  1,000 miles × the current County-approved IRS mileage reimbursement rate

Section 3. Implementation

The Auditor-Controller is authorized to adjust the monthly allowance amount whenever the County mileage reimbursement rate changes to ensure the allowance reflects the current rate.

Section 4. Effective Date

This increase shall take effect in July of 2026 when the county adopts the 2026 IRS rate

Section 6. Publication

The Clerk of the Board shall cause this ordinance to be published in accordance with Government Code §25124.

The foregoing ordinance was duly passed and adopted by the Board of Supervisors of the County of Tehama, State of California, at a regular meeting of the Board of Supervisors on the _____ day of _____, 2026, by the following vote:

AYES:

NOES:

ABSENT OR NOT VOTING:

_____
CHAIRMAN, Board of Supervisors

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 an ordinance adopted by said 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 of the County of Tehama, State of California.

By_____

E-Contract Review
Approval as to Form

Department Name: Administration / Board of Supervisors

Vendor Name:

Contract Description: For the purpose of Ordinance for fixed Automobile allowance

APPROVED AS TO FORM:



Date: 04/08/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Advertising Order Confirmation

Red Bluff Daily News
PO Box 885, Red Bluff, CA 96080 □ 530-737-5046 □ Adjudicated 1955 - No. 9670

Ad Order Number	*Customer*	*Payor Customer*	*PO Number*
0006966987	TEHAMA COUNTY CLERK & RECORDER	TEHAMA COUNTY CLERK & RECORDER	
Sales Representative	*Customer Account*	*Payor Account*	*Ordered By*
House NVRB	2123821	2123821	
Order Taker	*Customer Address*	*Payor Address*	*Customer Fax*
Susan Fullbright	PO BOX 250 RED BLUFF, CA 96080	PO BOX 250 RED BLUFF, CA 96080	
Order Source	*Customer Phone*	*Payor Phone*	*Customer EMail*
Select Source	530-527-3350	530-527-3350	brilliantbeginningsmidwifery@gmail.com

Current Queue	*Invoice Text*
Ready	Ordered on 5/5/2026 by Sean Houghtby

Tear Sheets	*Affidavits*	*Blind Box*	*Materials*	*Promo Type*	*Special Pricing*
0	0				

Advertising Order Confirmation

Red Bluff Daily News
PO Box 885, Red Bluff, CA 96080 □ 530-737-5046 □ Adjudicated 1955 - No. 9670

Ad Number	Ad Size	Color	Production Color	Ad Attributes	Production Method	Production Notes
0006966987-01	2 X 85 Li				AdBooker	

External Ad Number	Pick Up	Ad Type	Released for Publication
		Legal Liner	

ORDINANCE NO. 2152

SUMMARY OF AN ORDINANCE OF THE COUNTY OF TEHAMA AMENDING ORDINANCE NO. 1922 TO MODIFY AUTOMIBILE ALLOWANCE

(A certified copy of the Ordinance is posted in the office of the Clerk of the Board located at 633 Washington Street, Room 12, Red Bluff, California)

SUMMARY
[Chapter 2.02.020]

The proposed ordinance would amend Ordinance No. 1922 to modify the monthly automobile allowance provided to each member of the Board of Supervisors of Tehama County. Ordinance No. 1922 originally established a monthly automobile allowance of five hundred dollars ($500.00) for each Supervisor. This ordinance would align the automobile allowance with the County's adopted Internal Revenue Services (IRS) mileage reimbursement rate, providing a standardized and adjustable allowance consistent with Title 2, Chapter 2.42 of the Tehama County Code and County travel reimbursement policies. The automobile allowance provision of Ordinance No. 1922 would be amended to provide that each member of the Board of Supervisors shall receive a monthly automobile allowance equal to the value of one thousand (1,000) miles at the County's adopted IRS standard mileage reimbursement rate. The allowance shall be paid as a flat monthly amount and shall automatically adjust whenever the County adopts a revised IRS mileage reimbursement rate, recalculated as 1,000 miles multiplied by the then current County-approved IRS mileage reimbursement rate. The Auditor-Controller is authorized to adjust the monthly allowance amount whenever the County mileage reimbursement rate changes to ensure the allowance reflects the current rate. If approved, this increase will take effect in July of 2026 when the County adopts the 2026 IRS rate. 5-9/26

Product	Requested Placement	Requested Position	Run Dates	# Inserts
Red Bluff Daily News	Legals CLS NC	General Legal NC - 1076~	05/09/26	1

Order Charges:

Net Amount	Tax Amount	Total Amount	Payment Amount	Amount Due
90.80	0.00	90.80	0.00	**$90.80**

Please note: If you pay by bank card, your card statement will show "CAL NEWSPAPER ADV" or "CALIFORNIA NEWSPAPER ADVERTISING SERVICES", depending on the type of card used.

Tehama County

Agenda Request Form

File #: 26-0781 **Agenda Date:** 5/19/2026 **Agenda #:** 21.

CLOSED SESSION

Requested Action(s)
a) PERSONNEL / PUBLIC EMPLOYEE APPOINTMENT OR EMPLOYMENT
(Government Code Section 54957)

Title: Interim Executive Director, Health Services Agency

Financial Impact:
Click here to enter Financial Impact.

Background Information:
Click here to enter Background Info.

Tehama County

Agenda Request Form

File #: 26-0782 **Agenda Date:** 5/19/2026 **Agenda #:** 22.

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 #: 26-0784 **Agenda Date:** 5/19/2026 **Agenda #:** 23.

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 Sheriffs Association

Financial Impact:
Click here to enter Financial Impact.

Background Information:
Click here to enter Background Info.

Tehama County

Agenda Request Form

File #: 26-0786 **Agenda Date:** 5/19/2026 **Agenda #:** 24.

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.