



City of Etna

AMENDED AGENDA for the REGULAR MEETING of the ETNA CITY COUNCIL

DATE OF THE MEETING: September 11, 2023

TIME OF THE MEETING: 6:30pm

PLACE OF THE MEETING: 442 Main Street Etna, CA, and TELECONFERENCE (Zoom)

1. Call to Order
 - a. Pledge of Allegiance
 - b. Roll Call
2. Public Comment - Non-Agenda Items - The City Council cannot take action or comment on non-agenda items.
3. CONSENT CALENDAR
 - a. Minutes of the Special Meeting August 28, 2023
 - b. Minutes of the Regular Meeting August 28, 2023
4. DEPARTMENT REPORTS
*Police Dept *Public Works *Fire Dept *Ambulance *Clerk *Mayor *Council/Committee
5. CURRENT BUSINESS
 - a. Siskiyou Economic Development Presentation
 - b. Discuss/Approve Williamson Lot Line Adjustment
 - c. Discuss/Approve Notice of Exemption: Etna Creek Real Time Streamflow Monitoring Project
 - d. Discuss/Approve Garland Tech IT Contract
 - e. Discuss/Approve Grant Application Rural EMS Training and a Stair chair
 - f. Discuss City of Etna & Friends of the Pool Presentation
 - g. Discuss/Approve 2023-2026 Fort Jones Police Contract
 - h. Discuss/Approve Main Street Restrooms
 - i. Discuss/Approve Potential Candidate for City Manager Position
6. CORRESPONDENCE
7. CITY COUNCIL STATEMENTS AND REQUESTS
8. CLOSED SESSION:
 - a. Pursuant to Government Code §54957(b) – Public Employee Performance Evaluation
 1. City Attorney
9. ADJOURNMENT

Zoom Teleconference Information:

Phone: 1-669-444-9171 US Meeting ID: 843 6284 2166

<https://us06web.zoom.us/j/84362842166>



**MINUTES
SPECIAL MEETING OF THE ETNA CITY COUNCIL
Monday August 28, 2023**

Members of the Etna City Council met on this 28th day of August in person. Mayor Cliff Munson called the meeting to order and led in the Salute to the Flag of the United States of America.

Roll Call

Councilmembers Jason Deppen, Brandon Fawaz, Mayor Cliff Munson, Charnna Gilmore, and John Stacher were present.

Oral Comments from the Public on Non-Agenda Items

None.

Current Business:

CLOSED SESSION: Pursuant to Government Code §54956.9(d)(4) - Conference With Legal Counsel Anticipated Litigation - 056-261-060-000 Foreclosure Update.

The Council reported that a foreclosure company had been hired. Unanimous vote.

CORRESPONDENCE:

None.

CITY COUNCIL STATEMENTS AND REQUESTS:

None.

Adjournment

There being no further business Mayor Munson adjourned the closed session meeting at 6:30 pm.

Respectfully submitted,

Jenny Bennett

Asst. City Clerk



**MINUTES
REGULAR MEETING OF THE ETNA CITY COUNCIL
Monday August 28, 2023**

Members of the Etna City Council met on this 28th day of August, via TELECONFERENCE. Mayor Cliff Munson called the meeting to order and lead in the flag salute to the United States of America. ****Recording was interrupted due to a technical issue. Recording resumed 42 minutes into the meeting.****

Roll Call:

Council members Jason Deppen, Mayor Cliff Munson, Charnna Gilmore, John Stacher, and Brandon Fawaz were present.

Consent Calendar:

- Invoice Check Register
- Minutes of the Regular Meeting July 24, 2023
- Letter of Authorization for Siskiyou County Sanitation Used Oil Payment Program

Consent Calendar was approved by a unanimous vote.

Current Business:

Discuss/Approve Garland Tech IT Contract. Tabled to next regular meeting.

Discuss/Approve Cleveland Street Water Main Replacement. City Engineer Morgan Eastlick was present at the meeting and explained the federal funding available from the County. The City has been awarded an RSTP grant through the County and LTC for rehabilitation of Cleveland Street, however, the water main needs to be replaced first. The water main is scheduled for replacement under the SRL planning grant when the construction grant is awarded which will be after the RSTP funding spending deadline. The approximate cost for the water main replacement is \$75,000 which could come out of the capital reserve fund. Council member Gilmore moved to approve giving Morgan the authority to do his due diligence to work with the grant that is being provided by the Water Resource Control Board and if not divided with the understanding to bypass, or impasse then to pull from the balance of the capital reserve fund. Mayor Munson seconded, and the motion passed.

Ayes: Stacher, Gilmore, Munson, Deppen, Fawaz

Discuss/Approve Gifford Lot Line Adjustment. Council member Deppen moved to approve the Gifford Lot Line Adjustment, council member Fawaz seconded, and the motion passed.

Ayes: Stacher, Gilmore, Munson, Deppen, Fawaz

Discuss/Approve Pool Grant Update. Council member Gilmore gave the Council and audience an update. The grant manager is working on the first reimbursement from the grant. Further discussion regarding the issues with getting reimbursed by the State. Public Works Director Dan Burbank recommended getting reimbursed before spending more money on the project. No action taken.

Discuss CDBG PI Grant Update. Brandy Caporaso from Great Northern updated the Council. The application is in process and when it is finalized the City will review it and then submit it. No action taken.

Discuss City of Etna & Friends of the Pool Update on Collaboration. Council member Gilmore met with the Friends of the Pool to go over the pool season, and discussed common goals, mutual support, and ways to improve communication. Gilmore felt that it was a great dialogue. Council member Deppen recommended creating a commission involving two members of the Council and representatives from FOP. More discussion regarding pool management and interest in the position for next season. Council member Fawaz recommended advertising the pool manager position early. City Clerk Pam Eastlick asked if input from city staff is needed. Fawaz requested to see a recap of the FOP meeting at the next Council meeting. Gilmore will provide a presentation for the next meeting. Eastlick expressed concern about the deficit the pool fund runs in. More discussion. Fawaz made a motion to advertise the open pool manager position as until filled, council member Stacher seconded, and the motion passed.

Ayes: Stacher, Gilmore, Munson, Deppen, Fawaz

Discuss/Approve Main Street Restrooms. Mayor Munson gave a background. The ownership of the building has changed. Discussion between Council and staff involving the maintenance, supplies, and cleaning of the restrooms and who's responsible for the facility. Council member Stacher made a motion to have this item tabled, Munson seconded, and the motion passed.

Ayes: Stacher, Gilmore, Munson, Deppen, Fawaz

CORRESPONDENCE:

None.

CITY COUNCIL STATEMENTS AND REQUESTS:

Council member Stacher requested discussing the letter of concern to Caltrans and CHP regarding Hwy 3 on the next agenda.

Council member Fawaz requested the pool presentation be on the next agenda.

Council member Gilmore will be working on updating the City's water conservation plan and will bring that forward at a later meeting.

Mayor Munson appointed council members Deppen and Gilmore to meet with a potential candidate for the City Manager position.

Adjournment

There being no further business Mayor Munson adjourned the meeting at 8:08 pm.

Respectfully submitted,

Jenny Bennett
Asst. City Clerk



City of Etna

Agenda Request

Date of Meeting: 9.11.23

Spokesperson(s): Siskiyou Economic Development Council

Is this for Discussion ☒ or are you requesting an Action ☐

Subject/Request: Presentation

Please provide a description of the request and attach supporting documentation:

Siskiyou EDC presentation

Will there be a financial impact to the City? ☐ Yes ☐ No If Yes, \$_____

Please describe:

NOTE: Agenda requests must be received no less than four working days before the date of meeting. Return this form and supporting documentation to address below.



City of Etna

Agenda Request

Date of Meeting: 9.11.23

Spokesperson(s): City Council

Is this for Discussion ☐ or are you requesting an Action ☒

Subject/Request: Williamson Lot Line Adjustment

Please provide a description of the request and attach supporting documentation:

Discuss/Approve Williamson Lot Line Adjustment. Approve Resolution 2023-010 - A Resolution of the City of Etna Approving the Williamson Lot Line Adjustment For APN: 056-181-080, 056-191-140, and 056-181-250.

Will there be a financial impact to the City? ☐ Yes ☐ No If Yes, \$ _____

Please describe:

NOTE: Agenda requests must be received no less than four working days before the date of meeting. Return this form and supporting documentation to address below.



CITY OF ETNA
CITY COUNCIL STAFF REPORT
September 11, 2023

WILLIAMSON LOT LINE ADJUSTMENT

APPLICANT:	Donna Williamson P.O. Box 6 Etna, CA 96027
PROPERTY OWNER:	Same
PROJECT SUMMARY:	Lot line adjustment between two adjoining parcels for the purpose of constructing a shop/garage.
PROJECT LOCATION:	The project site is located at 161 Callahan Street on APN 056-181-080 and on APNs 056-191-140 and 056-181-250.
GENERAL PLAN:	APNs 056-181-080 and 056-181-250 and most of APN 056-191-140 are designated Low Density Residential (LDR). The remainder of APN 056-191-140 is designated Industrial (M).
ZONING:	APNs 056-181-080 and 056-181-250 are zoned Single Family Residential, 10,000-square-foot minimum (R-1-10). Most of APN 056-191-140 is zoned Single Family Residential, 12,000-square-foot minimum (R-1-12) and the remainder of APN 056-191-140 is zoned Manufacturing (M).
EXISTING USE:	APN 056-181-080 is developed with a single-family dwelling and residential accessory structures, and APNs 056-191-140 and 056-181-250 are undeveloped.
ENVIRONMENTAL:	The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15268, 15305, and 15061(b)(3) of the CEQA Guidelines.
RECOMMENDATION:	Approval
ATTACHMENTS:	A. Resolution 2023-010, A Resolution of the City Council of the City of Etna Approving the Williamson Lot Line Adjustment for APNs 056-181-080, 056-191-140, and 056-181-250

OVERVIEW

Applicant Donna Williamson has requested approval of a lot line adjustment for the purpose of constructing a shop/garage adjacent to her residence at 161 Callahan Street (APN 058-181-080). The approximately 12,540-square-foot residential lot is developed with a single-family dwelling and two small residential accessory structures. The applicant owns the adjoining 18.14-acre parcel as well, which is undeveloped and includes approximately 18.04 acres on APN 058-191-140 and 0.10-acre on APN 056-181-250. So that the shop/garage can be constructed on the same parcel as the residence, which is a requirement of accessory structures, the property owner is requesting that the City approve a lot line adjustment between the two parcels that would transfer approximately 0.82-acre from the larger lot to the smaller lot. The project site and its location are shown in **Figure 1** through **Figure 3** below.



Figure 1, Aerial Overview



Figure 2, View of Project Site from Callahan Street to the Northeast

ANALYSIS

Municipal Code

The Etna Municipal Code (EMC) is virtually silent regarding lot line adjustments. The sole mention of lot line adjustments is in Title 17, Zoning (not Title 16, Subdivisions), where the following definition is provided:

17.06.1220 Lot line adjustment.

"Lot line adjustment" means a change in the location of a parcel or lot line pursuant to EMC Title 16, Subdivisions, that changes the location of a parcel of land. No new parcels shall be created by a lot line adjustment. (Ord. 186, 2003)

Government Code

Government Code Section 66412(d) establishes specific criteria for lot line adjustments, which are:

1. A lot line adjustment is limited to four or fewer parcels;

The proposed adjustment is limited to two parcels.

2. Parcels must be adjoining; and

The parcels are adjoining.

3. The resultant parcel(s) must conform to the general plan, zoning ordinance, and building codes.

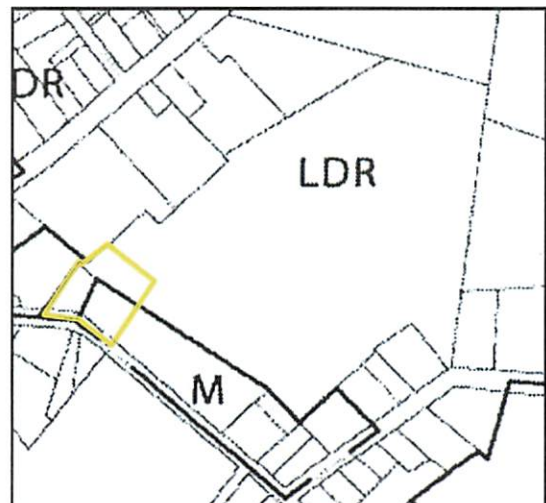
As described in the analysis below, the resultant parcels would conform to the General Plan, Zoning Ordinance, and California Building Code.

In addition, Section 66412(d) limits a city or county's ability to condition its approval of a lot line adjustment on conformity with the general plan, zoning, and building codes; to require the prepayment of real property taxes; and to facilitate the relocation of existing easements, utilities, and infrastructure.

It is important to note that the processing of a lot line adjustment application has been determined by the courts to be ministerial (*Sierra Club v. Napa County Board of Supervisors* (2012)). In other words, provided a proposed lot line adjustment meets established criteria, it cannot be denied. For this reason, a public hearing is not required for consideration of a lot line adjustment, and in many jurisdictions, the review and approval of a lot line adjustment is administrative.

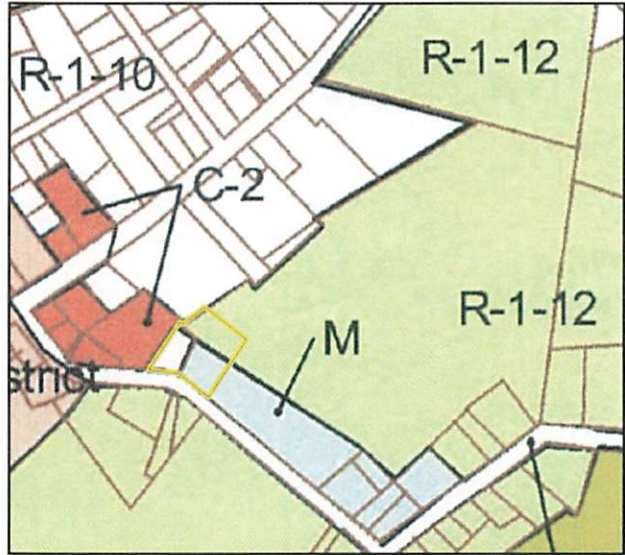
General Plan

As shown in the excerpt of the Land Use Map, APNs 056-181-080 and 056-181-250 and most of APN 056-191-140 are designated Low Density Residential (LDR). The remainder of APN 056-191-140 is designated Industrial (M). The applicant is not requesting to amend the land use designation and no change in land use is proposed. The General Plan does not prohibit multiple land use designations on a single parcel and development of a shop/garage is consistent with both land use designations. The City has not received a building permit application for the garage/shop, and any future development proposal will need to be in conformance with the General Plan. Accordingly, the Williamson lot line adjustment is in conformance with the General Plan.



Zoning

As shown in the excerpt of the Zoning Map, APNs 056-181-080 and 056-181-250 are zoned Single Family Residential, 10,000-square-foot minimum (R-1-10). Most of APN 056-191-140 is zoned Single Family Residential, 12,000-square-foot minimum (R-1-12) and the remainder of APN 056-191-140 is zoned Manufacturing (M). Upon adjustment, the resultant parcel would have split zoning consisting of the R-1-10, R-1-12, and M districts. Development of split zoned properties is permitted in accordance with Section 17.08.050 (Split zoning), which states in part, "Parcels with split zoning may be developed in conformance with the applicable zone district as long as each zoned area meets the minimum parcel size requirement for the zone." Section 17.08.050 also allows parcels with split zoning, where the zoned areas do not meet the minimum lot size requirements for the different zoning districts, to be developed following approval of a use permit. Consistent with Section 17.08.050, the lot line adjustment would transfer at least 12,000 square feet of R-1-12 zoned land and at least 10,000 square feet of M zoned land (i.e., the minimum parcel sizes in those districts) from APN 056-191-140 to 056-181-080.



No change in zoning or use would result from the project. At present, both parcels meet the minimum lot size requirements and would continue to do so following adjustment. Although the single-family dwelling and both of the existing accessory structures currently encroach upon setbacks, these are existing conditions that would not be exacerbated by the project. Further, following relocation of the lot line, one of the encroaching accessory structures would fully comply with its setback requirements. Again, the City has not received a building permit application for the garage/shop, and any future development proposal will need to be in conformance with the Zoning. Accordingly, the Williamson lot line adjustment is in conformance with the Zoning Code.

Improvements

Only APN 056-181-080 is presently developed and none of the existing improvements would be adversely affected by the lot line adjustment. The City has not received a building permit application for the garage/shop. Any future development and/or improvements would be subject to the development standards in effect at the time.

Property Taxes

According to the Siskiyou County Tax Collector's Office, all property taxes have been paid and the FY 23/24 assessments will not be available for a few weeks.

Easements, Utilities, and Infrastructure

No easements, utilities, or infrastructure would need to be relocated to facilitate the lot line adjustment.

LOT LINE ADJUSTMENT FINDINGS

Although the Etna Municipal Code (EMC) does not require that specific findings be made prior to approval of a lot line adjustment, staff is recommending that the City Council make the following findings consistent with Government Code Section 66412(d):

1. The lot line adjustment is exempt from the requirements of the Subdivision Map Act pursuant to Government Code Section 66412(d) because the lot line adjustment involves four or fewer existing adjoining parcels, where the land taken from one parcel would be added to an adjoining parcel, and because a greater number of parcels than originally existed would not be created.
2. Pursuant to Government Code Section 66412(d), the City of Etna has limited its review and approval of the Williamson Lot Line Adjustment to a determination of whether the parcels resulting from the proposed lot line adjustment conform to the City of Etna General Plan, Zoning Ordinance, and California Building Code, whether property taxes are due, and whether existing easements, utilities, or infrastructure would need to be relocated.
3. The proposed lot line adjustment is consistent with the applicable policies of the City of Etna General Plan and the zoning designation of the properties involved.

Accordingly, findings to this effect have been incorporated into the draft resolution prepared for the City Council's consideration (see **Attachment A**).

ENVIRONMENTAL RECOMMENDATION

Staff recommends that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15268, Ministerial Projects, 15305, Minor Alterations in Land Use Limitations, and 15061(b)(3), as follows:

Section 15268, Ministerial Projects. The processing of lot line adjustment applications has been determined by the courts to be ministerial (*Sierra Club v. Napa County Board of Supervisors* (2012)). Pursuant to Public Resources Code Section 21080(b)(1), ministerial projects are not subject to CEQA.

Section 15305, Minor Alterations in Land Use Limitations. This exemption applies to "minor alterations in land use limitations in areas with an average slope of less than 20%, which do not result in any changes in land use or density, including but not limited to: (a) Minor lot line adjustments, side yard, and set back variances not resulting in the creation of any new parcel."

Section 15061(b)(3). Because the project entails modification of parcel boundaries with no potential to impact the environment, the project is also exempt from environmental review under the "common sense exemption," which states that CEQA only applies to projects that have the potential for causing a significant effect on the environment.

If the City Council concurs, it should make the finding that the project will not have a significant adverse impact on the environment and is exempt from CEQA prior to project approval. As such, a finding to this effect has been incorporated into the first of two suggested motions below as well as the draft resolution prepared for the City Council's consideration.

PLANNING STAFF RECOMMENDATION

Staff has reviewed the application materials and, based on the material in the record and the information provided in this staff report, staff recommends that the City Council take the following actions:

- **Adopt** the Findings of Consistency with the General Plan, Zoning, and Building Codes;
- **Adopt** the recommended findings for the lot line adjustment;
- **Adopt** the CEQA finding and CEQA exemptions; and

- **Adopt** Resolution 2023-010, A Resolution of the City Council of the City of Etna Approving the Williamson Lot Line Adjustment for APNs 056-181-080, 056-191-140, and 056-181-250.

SUGGESTED MOTIONS

To approve the project, the following motions should be made separate from one another and in sequence, with the second motion made only after the first motion is made and carries.

- A. I move that we make the finding that the project would not have a significant adverse effect on the environment and that we adopt the recommended CEQA exemptions.
- B. I move that we adopt Resolution 2023-010 making the recommended findings for the lot line adjustment and approving the Williamson Lot Line Adjustment.

ATTACHMENT A
DRAFT RESOLUTION 2023-010



City of Etna

RESOLUTION 2023-010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ETNA APPROVING THE WILLIAMSON LOT LINE ADJUSTMENT FOR APNS 056-181-080, 056-191-140, AND 056-181-250

WHEREAS, Donna Williamson owns property at 161 Callahan Street in the City of Etna (APN 056-181-080); and

WHEREAS, 161 Callahan Street is an approximately 12,540-square-foot residential lot developed with a single-family dwelling and two small residential accessory structures; and

WHEREAS, Donna Williamson also owns the adjacent undeveloped parcel that is comprised of two assessor's parcels (APNs 056-191-140 and 056-181-250); and

WHEREAS, the adjacent undeveloped parcel is 18.14 acres and includes approximately 18.04 acres on APN 058-191-140 and 0.10-acre on APN 056-181-250; and

WHEREAS, Donna Williamson requested approval of a lot line adjustment that would transfer approximately 0.82-acre from the larger lot to the smaller lot for the purpose of constructing a shop/garage on the same parcel as the residence; and

WHEREAS, the proposed lot line adjustment is limited to four or fewer parcels and would not result in the creation of any new parcels consistent with Section 66412(d) of the Subdivision Map Act; and

WHEREAS, the proposed lot line adjustment conforms to the City of Etna General Plan, the City of Etna Zoning Ordinance, and all adopted building codes in effect in the City of Etna; and

WHEREAS, no property taxes are due, and no existing easements, utilities, or infrastructure would need to be relocated; and

WHEREAS, the lot line adjustment, as proposed, will not result in any potentially significant impacts on the environment; and

WHEREAS, approval of the lot line adjustment will not be detrimental to the public health, safety, morals, comfort, and general welfare of owners and occupants of surrounding properties or nearby properties or other residents of the City; and

WHEREAS, staff presented oral and written staff reports on the Williamson Lot Line Adjustment application at a regular meeting of the City Council on September 11, 2023; and

WHEREAS, staff recommended that the City Council approve the Williamson Lot Line Adjustment application subject to the findings included in the staff report dated September 11, 2023, and incorporated herein; and

WHEREAS, on September 11, 2023, the City Council of the City of Etna considered staff's recommendation along with any public testimony received, following which the City Council discussed the Williamson Lot Line Adjustment application prior to reaching its decision.

NOW, THEREFORE, BE IT RESOLVED that the City Council adopts the Findings of Consistency with the General Plan, Zoning, and Building Codes as set forth in the written staff report and incorporated herein above; and

BE IT FURTHER RESOLVED that the City Council, based on the evidence in the record and the findings set forth in the staff report and incorporated herein above, determined that the lot line adjustment is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15268, 15305, and 15061(b)(3) of the CEQA Guidelines.

IT IS HEREBY CERTIFIED that the foregoing Resolution 2023-010 was duly adopted on a motion by _____ and seconded by _____ at a regular meeting of the City of Etna City Council held on the 11th day of September 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY OF ETNA CITY COUNCIL

Cliff Munson, Mayor

WITNESS, my hand and seal this 11th day of September 2023

Pamela Eastlick, City Clerk



City of Etna

Agenda Request

Date of Meeting: 9.11.23

Spokesperson(s): City Council

Is this for Discussion ☐ or are you requesting an Action ☐

Subject/Request: NOE Etna Creek Streamflow Monitoring Project

Please provide a description of the request and attach supporting documentation:

Discuss/Approve Notice of Exemption for Etna Creek Real Time Stream Flow Monitoring Project.

Will there be a financial impact to the City? ☐ Yes ☐ No If Yes, \$_____

Please describe:

NOTE: Agenda requests must be received no less than four working days before the date of meeting. Return this form and supporting documentation to address below.

Notice of Exemption**Appendix E**

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

From: (Public Agency) City of Etna
442 Main Street
Etna CA 96027
(Address)

County Clerk
County of: Siskiyou

Project Title: Etna Creek Real Time Streamflow Monitoring Project
Project Applicant: Scott River Watershed Council
Project Location—Specific: Etna Creek

Project Location—City: Etna Project Location—County: Siskiyou

Description of Nature, Purpose and Beneficiaries of Project:

Installation of a real time streamflow to replace periodic station.

Name of Public Agency Approving Project: City of Etna

Name of Person or Agency Carrying Out Project: Pam Eastlick

Exempt Status: (check one)

- ☐ Ministerial (Sec. 21080(b)(1); 15268)
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a))
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c))
☒ Categorical Exemption. State type and section number: Section 15301 - Existing Facilities subsection (i)
☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

Project already had a stream gauge. This project is a maintenance of existing facilities as described in attached document.

Lead Agency
Contact Person: Pam Eastlick Area Code/Telephone/ Extension: 530-467-5256

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☒ Yes ☐ No

Signature: _____ Date: _____ Title: _____

Signed by:

☐ Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date received for filing at OPR: _____

Etna Creek Stream Flow Gage Installation, City of Etna

Purpose/Scope: City of Etna, through the Scott River Watershed Council (SRWC), proposes to install a pressure transducer (gage device) in Etna Creek, located just upstream of the City of Etna municipal diversion on Etna Creek. The pressure transducer will record stage depth (water depth). Based on varied stage elevations, a rating curve will be developed to inform managers of the volume of water present in Etna Creek, resulting in potential management changes within the existing facility. The level of work required to install the system is minimal hand work. Work is limited to installing one stake in the stream to affix and pressure transducer within a small piece of PVC pipe. A second 3" X 3" post will be installed within existing infrastructure enclosure that will support a solar panel and a modem.

City of Etna is the lead agency for this project. City of Etna is seeking a CEQA exemption for the proposed minor work at an fish ladder and fish screen at the City of Etna's municipal water diversion. The following exemption(s) apply to the above described work: Existing Facilities , subsection (i)

Section 15301 - Existing Facilities

Class 1 subsection (i): Maintenance of fish screens, fish ladders, wildlife habitat areas, artificial wildlife waterway devices, streamflows, springs and waterholes, and stream channels (clearing of debris) to protect fish and wildlife resources; The class 1 exemption is fully defined below:

Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The types of "existing facilities" itemized below are not intended to be all-inclusive of the types of projects which might fall within Class 1. The key consideration is whether the project involves negligible or no expansion of use.

Examples include but are not limited to:

- (a) Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances;
- (b) Existing facilities of both investor and publicly-owned utilities used to provide electric power, natural gas, sewerage, or other public utility services;
- (c) Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety, and other alterations such as the addition of bicycle facilities, including but not limited to bicycle parking, bicycle-share facilities and bicycle lanes, transit improvements such as bus lanes, pedestrian crossings, street trees, and other similar alterations that do not create additional automobile lanes).
- (d) Restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety, unless it is determined that the damage was substantial and resulted from an environmental hazard such as earthquake, landslide, or flood;
- (e) Additions to existing structures provided that the addition will not result in an increase of more than: (1) 50 percent of the floor area of the structures before the addition, or 2,500 square feet, whichever is less; or (2) 10,000 square feet if: (A) The project is in an area where all public services and facilities are available to allow for maximum development permissible in the General Plan and (B) The area in which the project is located is not environmentally sensitive.
- (f) Addition of safety or health protection devices for use during construction of or in conjunction with existing structures, facilities, or mechanical equipment, or topographical features including navigational devices;
- (g) New copy on existing on and off-premise signs;
- (h) Maintenance of existing landscaping, native growth, and water supply reservoirs (excluding the use of pesticides, as defined in Section 12753, Division 7, Chapter 2, Food and Agricultural Code);
- ~~(i) Maintenance of fish screens, fish ladders, wildlife habitat areas, artificial wildlife waterway devices, streamflows, springs and waterholes, and stream channels (clearing of debris) to protect fish and wildlife resources;~~
- (j) Fish stocking by the California Department of Fish and Game;
- (k) Division of existing multiple family or single-family residences into common-interest ownership and subdivision of existing commercial or industrial buildings, where no physical changes occur which are not otherwise exempt;
- (l) Demolition and removal of individual small structures listed in this subdivision: (1) One single-family residence. In urbanized areas, up to three single-family residences may be demolished under this exemption. (2) A duplex or similar multifamily residential structure. In urbanized areas, this exemption applies to duplexes and similar structures where not more than six dwelling units will be demolished. (3) A store, motel, office, restaurant, and similar small commercial structure if designed for an occupant load of 30



City of Etna

Agenda Request

Date of Meeting: 9.11.23

Spokesperson(s): City Council

Is this for Discussion ☒ or are you requesting an Action ☒

Subject/Request: Garland IT Contract

Please provide a description of the request and attach supporting documentation:

Discuss/Approve Garland IT Contract.

Will there be a financial impact to the City? ☐ Yes ☐ No If Yes, \$_____

Please describe:

NOTE: Agenda requests must be received no less than four working days before the date of meeting. Return this form and supporting documentation to address below.



Master Services Agreement

Created by:

Sean Garland Garland Tech Inc.

Prepared for:

Pamela Eastlick City of Etna

This Master Services Agreement ("Agreement") is made between
Garland Tech, Inc., a California corporation ("GTI") and City of Etna("Client") effective
07-01-2023

GTI and Client agree as follows:

1. DEFINITIONS.

1.1 Affiliate. For purposes of this Agreement, Affiliate means the affiliates, agents, suppliers, licensees, licensors, partners, vendors, joint venturers, and/or contract counterparties to whom GTI may delegate or subcontract responsibilities under this Agreement or with whom GTI may work or contract to offer Services.

2. THE SERVICES.

2.1 Services. GTI, itself and through one or more Affiliates as determined by GTI, will use commercially reasonable and diligent efforts to provide Client the services described in Exhibit A ("Services").

3. MODIFICATIONS.

3.1 Modification Procedures. Additional Services may be obtained pursuant and subject to the terms of this Agreement through the issuance by GTI of additional exhibits (numbered consecutively as in Exhibit A-2, A-3, etc.) and execution of such exhibits by Client. Such exhibits may replace or modify previously issued exhibits. All such exhibits as are from time to time operative are herein collectively referred to as "Exhibit A". If there is a conflict between the terms of the exhibits constituting Exhibit A, the terms of the most recently issued will apply. Changes to Exhibit A may be made only in accordance with the following procedure:

(a) The party requesting a change to Exhibit A or to the pricing, terms of payment, or acceptance criteria must submit a written Change Request ("CR") to the other party in accordance with the provisions of this Section.

(b) If the requesting party is Client, then GTI will respond by written notice to Client within 10 business days of receipt of the CR, outlining all impacts of the requested change on the Services, schedule, pricing, and any other conditions. If the requesting party is GTI, then the CR will identify such impacts and conditions as proposed by GTI.

(c) Client must accept, reject, or propose modifications to each such CR given by GTI within 10 business days of receipt by Client. Additional modifications proposed by Client as part of such response will be handled in accordance with the provisions of subsections 3.1(a)-(b) above.

(d) An authorized representative of each party must sign each replacement or new exhibit before becoming effective as a supplement or modification to Exhibit A or any other part of this Agreement.

4. CLIENT'S DUTIES AND RESPONSIBILITIES

4.1 Data and Information. Client must, in a timely manner and at no charge to GTI, give GTI access to all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information and resources that are, in TransformlTive's reasonable opinion, required by GTI for the performance of the Services. Client will be responsible for, and assumes the risk of, any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all such data, materials and information supplied by Client.

4.2 Equipment. When Services are performed on site at Client's facility, Client must provide, at no charge to GTI, such office space, services, and equipment (such as copiers, fax machines, computers and modems) as GTI determines are required to complete the Services.

4.3 Onsite Visits. Client agrees to work with GTI for up to thirty minutes of remote troubleshooting assistance before GTI sends someone to work with Client onsite. If Client does not agree to first work with GTI remotely, Client agrees to be billed for the onsite visit. GTI reserves the right to limit the number of onsite monthly visits or raise the rates of the Services to accommodate the additional labor of excessive onsite visits.

4.4 Other. Other responsibilities of Client, if any, are set forth in Exhibit A.

5. ACCEPTANCE OF SERVICES

If Exhibit A provides for acceptance criteria for a Service, then upon delivery of such Service to Client, Client will have 10 business days to accept or reject the Service by delivering written notice to GTI. Should Client neither accept nor reject the Service within such 10 business days, the Service will be deemed accepted upon the expiration of such period. To reject the Services, Client must deliver to GTI within that 10-business day period a written statement

setting forth in specific detail the defects in the Service found by Client. Upon receipt of such written notice of the reasons why the Service was rejected, GTI will have 10 business days to correct the defects or request additional time to correct such defects, depending on the severity of the defects, which request may not be unreasonably denied. GTI will redeliver the corrected Service to Client, and Client will have an additional 10 business days to accept or reject the work. The acceptance cycle will continue until all Services have been accepted. Client agrees not to unreasonably withhold or delay acceptance.

6. RELATIONSHIP OF THE PARTIES

6.1 Independent Contractors. Each party will be and act as an independent contractor and not as an agent or partner of the other party for any purpose related to this Agreement or the transactions contemplated by this Agreement. Neither party by virtue of this Agreement will have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other party.

6.2 Contact Person. The person designated by each Party on the signature page of this Agreement as the "Contact Person" for that Party will act as the primary contact person for all communication between the parties related to the Services. The Contact Persons will be responsible for monitoring the status of the Services and will schedule regular meetings with both technical and management personnel of each party to review the same. Either party may change its Contact Person upon written notice to the other.

6.3 No Solicitation. Client may not solicit or attempt to solicit, either directly or indirectly, any consultants doing work on behalf of GTI during the term of this Agreement and for a period of 12 months thereafter without the prior written consent of GTI.

7. FEES AND PAYMENTS

7.1 Fees. Client must pay GTI for the Services as detailed in Exhibit A. Such compensation is payable on the schedule set forth therein, or if no such schedule is provided, then such payment must be received within 30 days following the date of GTI's invoice. Client must pay for all third-party products, if any, in full upon the ordering thereof by GTI, or, if such products are already in GTI's possession, upon the delivery of such products to Client. GTI will invoice Client and Client will pay the costs incurred by GTI in the acquisition of such third-party product.

7.2 Late Payment. If any amounts due remain unpaid beyond due date, Client agrees to pay a late charge of 1.5% per month on the past due amount plus a late fee equal to 5% of the past due payment amount if the payment is 10 days or more late. Client agrees that it may neither make nor assert any right of deduction or set-off against any amounts payable under this Agreement. Without limiting GTI's other rights or remedies, in the event Client is more than 60 days delinquent in their scheduled payments, GTI may, at its choosing, suspend or limit services or terminate the relationship. In the event Client's account becomes seriously delinquent, GTI will have no choice but to resort to collection proceedings and Client agrees to be responsible for GTI's attorney fees and costs incurred in those proceedings.

7.3 Expenses.

(a) Hardware And Software Expenses.

Client agrees to reimburse GTI for all hardware or software purchases made by GTI which have been approved by the Client.

(b) Travel Expenses.

The base rates include unlimited travel time and expenses to Client sites within 50 miles of Mount Shasta, CA. If Client requires travel more than 50 miles outside of Mount Shasta, CA, Client agrees to reimburse GTI for reasonable travel expenses, such as meals, lodging, and transportation.

(c) Other Expenses.

All other ordinary expenses incurred by GTI in the performance of this agreement will be GTI's sole responsibility unless otherwise agreed to by the Client.

7.4 Insurance. GTI carries at least \$1,000,000 of professional liability coverage. If Client requires that GTI carry any specific level of insurance beyond this stated value, then Client will be required to compensate GTI for the cost of increasing GTI's coverage to meet Client's requirements.

7.5 Taxes. In addition to the fees for products and Services payable hereunder, Client must pay all taxes (including, without limitation, sales, use, privilege, ad valorem or excise taxes) paid or now or hereafter payable, however designated, levied or based on amounts payable to GTI hereunder but exclusive of federal, state and local taxes based on GTI net income. Client may not deduct from payments to GTI any amounts paid or payable to third parties for customs duties or taxes, however designated.

7.6 Invoices. Services will commence as soon as practicable following GTI's receipt and acceptance of this Agreement and Exhibit A executed by Client authorizing the Services. If the parties nonetheless choose to proceed with providing and accepting Services on the basis of a purchase order or other written authorization of Services, then this Agreement will replace any such written authorization in its entirety and no terms, provisions or conditions of any purchase order or other written authorization used by Client will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement.

7.7 Out of Scope Service. Any services requested by Client that are not otherwise included in the Services contracted for, will, if provided by GTI in its sole discretion, be billed and paid for at the GTI's then-prevailing rate for professional services based on time spent, plus costs incurred.

8. PROPERTY RIGHTS AND CONFIDENTIALITY

8.1 Software. Client acknowledges that it does not have right or title to any of the software, documentation, manuals, guidelines, procedures or related materials that may be used or provided hereunder owned or licensed by GTI (collectively, "Software"), except to use Software in connection with Services. Client must protect the confidentiality of Software and may not disclose Software to any third party without GTI's prior written consent. Upon the termination of this Agreement, Client must promptly return all Software to GTI or its designated Affiliate. GTI hereby grants Client a non-exclusive, non-transferable license to use the Software solely for receipt and utilization of Services hereunder. Client agrees not to alter, decompile, disassemble, reverse engineer, or otherwise modify the Software and/or merge the Software with another software product or program. This Section will survive the term or termination of this Agreement. In the event that this agreement is terminated, GTI agrees to provide any and all information, notes, documentation and/or manuals related to the direct administration and support of the Client's IT infrastructure.

8.2 Confidential Information.

(a) Definition. The term "Confidential Information" means any information disclosed by one party to the other in connection with this Agreement which is in written, graphic, machine readable or other tangible form and is marked "Confidential", "Proprietary" or in some other manner to indicate its confidential nature, or any information that is unmarked but that a reasonable person would understand should be deemed confidential.

(b) Obligation. Each party must treat as confidential all Confidential Information received from the other party, may not use such Confidential Information except as expressly permitted under this Agreement, and may not disclose such Confidential Information to any third party without the other party's prior written consent. Without limiting the foregoing, each party must use at least the same degree of care which it uses to prevent the disclosure of its own Confidential Information of like importance, but in no event with less than reasonable care, to prevent the disclosure of Confidential Information disclosed to it by the other party under this Agreement.

(c) Exceptions. Notwithstanding the above, the restrictions of this Section do not apply to information that: (1) was independently developed by employees, contractors or other agents of the receiving party without any use of the Confidential Information of the other party; (2) becomes known to the receiving party, without restriction, from a source other than the other party hereto without breach of this Agreement and otherwise not in violation of the other party's rights; (3) was in the public domain at the time it was disclosed or has come into the public domain through no act or omission of the receiving party, its employees, contractors, agents or representatives; or (4) was known to the receiving party, without restriction, at the time of disclosure. Further, it will not be a violation of the obligations of confidentiality set forth in this Section 8.2 to make a disclosure of Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the receiving party must provide prompt notice thereof to the other party and must use its reasonable efforts to obtain confidential treatment or limit the scope of the disclosure of such Confidential Information.

(d) Notification. Each party agrees to notify the other promptly in the event of any breach of its security pursuant to which disclosure or misappropriation of the other party's Confidential Information might occur. Each party must, upon request of the other, take all other reasonable steps necessary to recover and prevent the misuse or further disclosure of any misappropriated or disclosed Confidential Information disclosed to or placed in the possession of each party by virtue of this Agreement.

(e) Remedies. Unauthorized use by a party of the other party's Confidential Information will diminish the value of such information. Therefore, if a party breaches any of its obligations with respect to confidentiality or unauthorized use of Confidential Information hereunder, the other party will be entitled to equitable relief to protect its interest therein, including but not limited to injunctive relief, as well as money damages.

9. SUBCONTRACTING

GTI may delegate or assign its duties hereunder to a third party. Such third parties shall be responsible for the services they provide to Client. All Third Parties must agree to the terms of this Agreement or sign a separate agreement with Client TransformITive will notify the key IT contact designated in this document prior to dispatching a contractor to address CLIENT issues or of intent on TransformITive's part to utilize a contractor in execution of any project.

10. LIMITED WARRANTY AND LIMITATION OF LIABILITY

10.1 GTI Limited Warranty. GTI represents and warrants that it owns or has the right to furnish to Client all software and intellectual property comprising the Services. If within 30 days following the completion of any Service, Client notifies GTI (and GTI subsequently confirms) that such Service does not conform to the standards set forth in Exhibit A, then as GTI's sole and exclusive obligation and Client's sole and exclusive remedy, GTI will, at its option, either re-perform the Service in a conforming manner or refund the fees paid by Client for the nonconforming Service.

10.2 The warranties stated above are limited warranties and are the only warranties made by GTI and its affiliates. Neither GTI nor any of its affiliates makes, and client hereby expressly waives, all other warranties, including warranties of merchantability and fitness for a particular purpose. The stated express warranties are in lieu of all other warranties.

10.3 No Modification of Warranties. No employee, agent, representative, or affiliate of GTI has authority to bind GTI to any oral representations or warranty concerning the Services. Any written representation or warranty not expressly contained in this Agreement will not be enforceable.

10.4 No Warranty for Third Party Products. The foregoing warranties do not apply to products purchased by GTI from third parties. The third-party warranties will, to the extent permissible, be passed through to Client. The foregoing warranties do apply to Services provided by subcontractors of GTI.

11. LIMITATION OF LIABILITY

11.1 In no event will GTI be liable for any loss of profits, loss of use, business interruption, loss of data, or indirect, special, incidental, or consequential damages of any kind in connection with or arising out of the furnishing, performance, or use of any products, services, software, related documentation, or other materials furnished or provided to the client,

whether alleged as a breach of contract, or tortious conduct, including negligence, or otherwise, even if GTI has been advised of the possibility of such damages provided, however, that this clause shall not limit liability in case of gross negligence or intentional tort. In addition, GTI will not be liable for any damages caused by delay in delivery or furnishing any of the foregoing. GTI's and its affiliates' aggregate liability for all causes of action arising out of or related to this agreement will not, in any event, exceed the fees paid by client to GTI during the 6-month period prior to the incident giving rise to liability. The provisions of this agreement allocate risks under this agreement between GTI and the client. GTI's pricing reflects this allocation of risk and limitation of liabilities.

11.2 This Agreement is made solely between GTI and Client and, except as expressly set forth herein, is not intended for the benefit of any third party or class of third parties, whether or not identified herein. In no event will GTI or any of its Affiliates be liable to Client's customers or any third party under this Agreement, regardless of the form of claim or action, whether in contract, tort or otherwise. Such liability to third parties hereby is expressly disclaimed and limited to the maximum extent permitted by applicable law for damages, whether direct, indirect, incidental, consequential, special or punitive, arising from the use of the Services.

12. TERM AND TERMINATION

12.1 The initial term of this Agreement will be for ninety days commencing on [contract date (the "Initial Term"). After the Initial Term as long as neither party has provided written notice of non-renewal, the term of this Agreement shall be for one (1) year (the "Term"). This Agreement shall automatically renew for successive one (1) year terms unless written notice of non-renewal is provided by either party at least 30 days prior to expiration of a Term or this Agreement is earlier terminated as set forth in Section 12.2. All rights and obligations of the parties under this Agreement that, by their nature, do not terminate with the expiration or termination of this Agreement will survive the expiration or termination of this Agreement, including specifically the following Sections: 7.1, 8, 10, 11, 12.1 and 13.

12.2 Termination of this Agreement by either party shall not relieve Client of its obligation to pay any fees accrued for Services until the end of the thirty-day termination period.

13. GENERAL PROVISIONS

13.1 Non-Assignability. Client may not assign or transfer this Agreement, directly or indirectly, by operation of law or otherwise, without the prior written consent of GTI. Any such attempted

assignment will be null and void.

13.2 Governing Law. This Agreement will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of laws principles. Any dispute arising under this Agreement will be adjudicated exclusively by the state and federal courts located in San Francisco County, and each party agrees that such courts will have exclusive jurisdiction over such disputes.

13.3 Entire Agreement. This Agreement, including any exhibits, attachments, and/or addenda hereto, which are hereby incorporated herein by reference, is the entire agreement of the parties and supersedes any prior agreements between them with respect to the Services. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by an authorized representative of each party.

13.4 Notices. All notices required or permitted under this Agreement will be in writing and will be deemed given (a) when delivered personally; (b) 5 business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; (c) 1 business day after deposit with a commercial overnight carrier specifying next day delivery, with written verification of receipt or (d) via electronic mail. All communications will be sent to the address set forth in the signature block of this Agreement (with respect to Client) or the address set forth below (with respect to GTI) or to such other address as may be designated by a party giving written notice to the other party pursuant to this Section 13.4:

Garland Tech, Inc.
510 N. Mount Shasta Blvd.
Suite A-1
Mount Shasta, CA 96067

Email for notifications: care@transformitive.com

13.5 Partial Invalidity. In the event that any provision of this Agreement is held to be unenforceable, such provision must in good faith be renegotiated to be enforceable and to reflect as closely as possible the intent of the original provision of this Agreement. Such negotiations will not affect the enforceability of the remainder of the Terms.

13.6 Force Majeure. Nonperformance of either party, except for the making of payments, will be excused to the extent that performance is rendered impossible by strike, fire, flood,

earthquake, governmental acts or orders or restrictions, failure of supplies, or any other reason when failure to perform is beyond the control and not caused by the negligence of the nonperforming party.

13.7 Attorney's Fees. If either party commences any action or proceeding against the other party to enforce this Agreement, the prevailing party in such action or proceeding may recover from the other party reasonable attorney's fees and all other costs and expenses incurred by such party in connection with such action or proceeding and in connection with enforcing any judgment or order thereby obtained.

13.8 Disputes. GTI greatly appreciates the opportunity to work with Client and anticipates a productive and harmonious working relationship. We encourage you to let us know of any concerns you may have with the Services. Most problems can be resolved by candid, good faith communication and discussion. However, if a dispute arises which cannot be resolved in such a manner and is \$10,000 or less it shall be resolved in small claims court and if above \$10,000 through binding arbitration in Yreka, California, rather than litigation.

By their signatures below, Client and GTI (each, a "Party" and together the "Parties") signify their acceptance of the terms and conditions of this Agreement, including all Exhibits hereto and the attached Terms and Conditions, all of which constitute part of this Agreement.

Name of "Client":	
Client's address, fax number and email for receipt of notices:	PO Box460, Etna, CA 96027 Fax 530-467-3217
Client's "Contact Person": If Different from Signer This is our Primary IT Contact	Pamela Eastlick
Name of authorized signer for Client:	Pamela Eastlick
Title of authorized signer for Client:	City Clerk
Authorized signature for Client:	

GTI's "Contact Person":	Sean Garland
Name of authorized signer for GTI:	Sean Garland
Title of authorized signer for GTI:	Owner
Authorized signature for GTI:	<i>Sean Garland</i>

Additional Addendums	
Exhibit A-1 - Monthly Recurring Service Breakdown	☒
Exhibit A-2 – ONESolution Core IT Service Outline	☒
Exhibit A-3 – Support User Guide	☒
Exhibit A.4 - Microsoft NCE Addendum	☒
Exhibit A.5 - Customer AutoPay Acceptance Form	☐
Exhibit M.3 – Enterprise Mobility + Security Platform Foundations	☐
Exhibit M.5 – Asset Lifecycle Management Program	☐
Exhibit M.6 - Endpoint Migration to Azure AD	☐

ONESolution CORE

\$100.00 / month

We can help augment or replace your existing IT for less than the cost of a full-time hire. We work side by side with your team to support a wide range of needs including security, help-desk support, device procurement with automated setup and advisory. We scale with your business
Discounted from \$175 to \$100

Quantity 18

Total **\$1,800.00 / month**

Section total **\$1,800.00**

Total \$1,800.00

Term and Fees	
Term	1 Year
Fees	\$1,800.00 / Monthly

CLIENT'S INITIALS: _____

DATE INITIALED BY CLIENT: 07-24-2023

GTI INITIALS: S.G.

DATE ACCEPTED BY GTI: 07-24-2023

Client understands that additional devices/services added during the contract period will automatically adjust the above monthly fee schedule by the amount listed in the Unit Price column. GTI is not required to notify customer of change as it is assumed customer is aware of the implementation of new hardware and/or services. An updated copy of this Addendum is available upon request by City of Etna. GTI will validate contract system counts with Client assigned "Contact Person" during each Virtual CTO meeting and at annual contract renewal.

NOTE: Contract value will increase \$20 per user each year until max \$175 per user fee is met or a new agreement supersedes this one. Additional third-party services procured such are not covered herein (except for 18 licenses of Microsoft Office). Contract pricing is based on 18 user headcount - any reduction below this number will not result in a discount until contract renewal.

Exhibit A.2 - ONESolution IT Service Outline

Introduction to ONESolution

Our ONESolution program includes all remote support and services outlined below. Additionally, you are entitled to the following solutions and services as appropriate, to be deployed in the first 90 days of this engagement.

- **Endpoint Security:** Windows Defender deployment for your devices*
- **Mail Security:** Microsoft Advanced Threat protection (ATP) mail security will be enabled and monitored*
- **Cloud Security:** Microsoft Cloud App Security Broker (CASBE)*
- **Cloud Backup:** Complete backup for one Google or M365 tenant (choose one:)
 - ☐ Google Workspace
 - ☐ Microsoft Tenant
- **Training:** QuickHelp™ on demand, personalized training platform
- **Documentation library:** MyGlue secure documentation platform

*requires appropriate Microsoft licensing

ONESolution Core Services

Introduction

Our ONESolution program leverages GTI as an addition or replacement for your existing internal IT management. We act as a partner, working inside of your organization to identify gains in efficiency, enabling your company to grow and prosper using technology. This program provides for deeper enhancements when paired with our ModernWorkplace Program for Microsoft-centric shops to provide a comprehensive IT program with a focus on enabling your team to work anywhere, anytime, securely.

Cloud and Server Monitoring

Our team will secure, monitor, manage your cloud or office servers. We continuously evaluate availability and performance statistics from your devices, cloud services, and applications at the core of your operations including:

- **Monitoring of OS, hypervisor, and underlying hardware (if on-premises) in real-time**
- **Monitoring of SQL, NoSQL, and other critical database platforms**
- **Patch management for OS level and critical updates**
- **Monitoring for storage, CPU usage, memory utilization and capacity**
- **Monitoring of third-party server hosted applications**
- **Anti-virus, malware, and reputation-based DNS scanning**

Network Monitoring

We provide comprehensive network monitoring to find and solve problems as quickly. Services include:

- 24/7/365 monitoring of all network devices
- Auto-device discovery to ensure who and what is on your network at any time
- Monitoring of Netflow™ and network traffic at the packet layer
- Simple network management protocol (SNMP) enabled monitoring of all network devices
- Automated configuration backup of active devices (available in enterprise packages)
- Complete syslog collection and review (available in enterprise packages)
- Management of wireless LAN controllers and solutions (virtual, hardware, and cloud)
- Change management process and documentation for device and policy changes
- Intrusion prevention system (IPS) or edge security device provisioning, deployment, and monitoring
- Real-time access to network statistics for your internal network team (we support Netflow, Meraki, and Datto Networking)

Workstation Device and End User Support

We take a comprehensive approach to end-user support and asset management. We provide service and support wherever your employees are, while tracking and managing warranty and device status. Services include:

- Basic (Tier 1) support available 24/7/365
- Advanced (Tier II/III) support available from 1:00am to 5:30 pm PST Monday through Friday
- Support for Windows, Apple, and Linux based operating systems
- A support portal accessible through phone, desktop and mobile applications
- Best effort support for all installed applications*
- Patch management for core Windows, Mac OS, and Linux
- Comprehensive user onboarding and offboarding checklists
- Device management and tracking from deployment to e-waste
- Anti-virus, malware, web security and filtering
- Guided reports as requested for insight into the health of your systems
- Scheduled onsite assistance for issues that cannot be solved remotely. (Regularly scheduled visits or higher frequency engagements for onsite support is available for an additional fee based on location and required skill set)

*Requires a service agreement with software vendor. Software must be within operational life as defined by vendor.

Phone System Management

We are a provider of Microsoft Teams Phone cloud-based voice and conference room services and can provide immediate value to any existing voice environment where Microsoft Voice Services are deployed. For non-Microsoft solutions this service requires a valid service contract with your existing voice vendor. Services include:

- Phone system vendor management
- Reviews of network readiness for updated voice or VoIP solutions
- Best effort attempts to address issues with existing systems before handing off to vendor.
- Management of pre-existing on premise, or cloud-based VoIP services

Vendor Management

We help manage your technology vendors to keep communications efficient and organized. Services include:

- Best effort attempts to address issues with existing systems before handing off to vendor.
- Assistance with vendor contract negotiation and renewals
- Tracking and documentation of vendor information
- Tracking vendor warranties and expirations with proactive replacement support

Business Continuity and Disaster Recovery

Our team monitors all aspects of your business continuity and disaster recovery (BCDR) systems. Services include:

- Comprehensive monitoring of all critical recovery systems
- Regular audits of BCDR systems, critical data tiers, and active/archived data sets.
- Protection of critical systems via our redundant SOC1/SSAE16 and SOC2 Compliant data centers in Pennsylvania and Utah
- AES-256 bit encryption of all data during synchronization, storage, and replication
- Daily data recovery availability confirmations
- Management of existing archive solutions
- Management of existing cloud recovery solutions
- Preparation of a business continuity plan for critical systems failures

Note: All GTI clients must purchase a Business Continuity Solution or Service from GTI to ensure recovery of critical systems and data from onsite or from the cloud. **Solutions not meeting these basic business continuity capabilities will require us to charge a higher overall rate and will require a risk acceptance document to be signed before proceeding in any engagement.**

Procurement Assistance

We assist with all aspects of IT related procurement from cloud services to applications and workstations. We are a Microsoft Authorized Surface and Surface as a Service Reseller. We also provide Microsoft AutoPilot automated device deployment in our ModernWorkplace program to further streamline your IT environment.

We require all procurement for IT to flow through GTI to ensure the best outcomes, accuracy of documentation, and implementation of Asset Lifecycle Management capabilities. This does not require customer to purchase through GTI or their partners.

Meetings for Planning and Review

Once an account team is assigned, we will schedule a monthly IT check-in to review open projects, discuss service-related issues and cover any other outstanding items. During periods of heavy activity, we may request more frequent meetings to address open issues.

CIO/CTO access

We provide your company access to our team of highly capable virtual "Technology Officers", IT advocates who plan on behalf of your organization. During our quarterly meetings, your vCxO will work with you to review your high-level action plan, set priority on projects, review open issues, and make new recommendations as appropriate. Services include:

- Quarterly vCxO reviews and development of a strategic roadmap
- Assistance with management of annual IT budget planning

NOTE: For best outcomes, monthly and quarterly meetings are highly recommended. Management staff with approval rights must attend all quarterly meetings.

Co-managed IT engagements

Co-managed engagements enhance your existing team with additional resources, insight, and efficiency. We provide tools and systems to help your existing team focus on essential in-office projects and services. Our services include:

- Administrator access to our management tools and ticketing systems
- Access to all shared documentation
- Access to our shared secure password management platform
- Oversight, guidance and mentorship of your existing team
- Monthly meetings to review service delivery

Project research and guidance

Projects are defined as actions that change the environment, fundamentally alter core infrastructure, or major software deployments that affect an entire business unit or organization. Services include:

- Assistance with project scope definition, planning and preparation
- Procurement for all needed devices and hardware
- Comprehensive documentation
- Automated software deployments
- Overnight and afterhours infrastructure projects

Project management and execution are billed separately from your core ONESolution contract.

Examples of common project types

- Larger device deployments (5 or more in one month)
- Server deployments or upgrades
- Phone system deployments or upgrades
- Network hardware upgrades and configurations
- Operating system upgrades
- Org-Wide Application upgrades
- Wiring and physical installation projects
- Office relocations and set-ups

What's not included

The following items are not included in the ONESolution contract and will result in additional billable hours.

- Support for devices outside of warranty or past vendor stated end of life (EOL)
- Support for software outside of existing support contracts, license compliance, or past vendor stated end of life.
- Due-diligence reviews, implementation or support of complex vendor selections, line of business applications, ERP, HR, finance, manufacturing, or any Industry Specific application.
- Onsite visits are not included for issues that can be solved remotely. In response to an urgent ticket, the client agrees that the company point of contact will attempt remote assistance before TransformITive sends a technician onsite. If the client refuses to assist or facilitate TransformITive we reserve the right to bill for the onsite trip at the rates outlined in this agreement.
- Only Authorized users will receive support. Support requests for those not authorized as part of the monthly headcount will be billed at our out of contract rate.
- Home offices and personal devices are not covered in our ONESolution flat rate service.

Optional Items

"Think Again" Apple integration with Microsoft Office 365

We have developed our "Think Again" program for Apple oriented businesses or companies with larger Apple deployments.

Through the implementation of our mobile device management (MDM) platform we integrate your organization directly into Microsoft Azure active directory (AD) providing centralized authentication and security including delivery of policies and advanced threat protection.

Security information and event management (Enterprise add-on or included with ModernWorkplace)

Reduce vulnerability to attack and ensure compliance with TransformITive's SIEM-as-a-Service solution. We provide a comprehensive asset auditing, target profiling, malware detection and a sensitive data discovery (DLP) platform using Microsoft's Azure platform and Sentinel SEIM providing coverage for:

- Software flaws
- Malware and botnets
- Configuration auditing
- Physical, virtual and cloud app protection

Mobile device management (MDM) (Enterprise add-on or included with ModernWorkplace)

We can provide secure bring your own device (BYOD) management using Microsoft's Intune MDM and Azure Security Policies, or by managing your existing enterprise MDM solutions. Services include:

- Standard comprehensive support
- Android and iOS support
- Device profile reports
- Centralized security and application policy integrations
- Active directory integrations
- Remote creation of email profiles on managed devices
- Containerized apps to isolate company and personal data

Hourly Rates

Labor Type	Hourly Price (billed by the quarter hour)
Desktop OS or Application Support Basic Network Administration Level I Support	\$150 / hour
Systems Administration, Network Engineering Level II Support (Basic configurations and troubleshooting)	\$175 / hour
Systems Administration, Network Engineering Level III Support (Complex Infrastructure Design, Installation, Configuration, Management etc.)	\$250 / hour
VCIO/CTO, Security or Compliance Consulting Strategic, Security, Compliance or custom line of business application consulting, design, implementation, or management.	\$350 / hour
Out of Region Travel Required travel to remote branch offices or for project execution requiring more than 2 hours of travel by car, airfare, or overnight stay.	Daily Rate: \$2,500 (If travel and accommodations provided)
Project Management Transformative uses a flex-rate hourly method for project billing. Complex Projects represent projects like network redesigns, voice deployments, and cloud migrations where more complex skill sets are required.	Standard: \$200 / hour (billed by the quarter hour) Complex: \$200-\$275 / hour (2-hour minimum charge)

The GTI support process

GTI's support process is designed to allow users to easily report issues and make requests with consistency and transparency using our service portal, via phone support, or from direct support provided by your account team 24/7/365.

The basics of support

Any employee can create a support ticket. If you're a ModernWorkplace or Microsoft Teams customer our service portal is available directly within Microsoft Teams using your existing Microsoft M365 credentials. The service portal is also available within Teams on your mobile device. For those without Microsoft Teams you can simply request a login code on the homepage of the service portal. The service portal can always be accessed from any web browser at support.transformitive.com. Our North American business office is open from 08:30 AM – 05:30 PM PST (Monday through Friday).

How to create a new support ticket

Tickets can be opened and reviewed at any time in our service portal at <https://support.transformitive.com>. Users can also call the support desk to open a ticket at: (415) 943-9888.

All users will receive an email confirmation after opening a ticket. *Emailed support requests can result in a delayed or missed response.* Users should always check with their internal IT point of contact for office wide issues before opening a ticket.

What happens after a ticket is opened?

Each ticket is reviewed by the Service Delivery Coordinator and assigned a priority. Priority levels are based on how the issue effects a user's ability to work. Tickets are then assigned to a dedicated technician for resolution. Once a ticket is fully resolved and the user is satisfied, the ticket will be closed. Ticket statuses can be tracked inside our service portal at any time.

Resolution Time

GTI follows a 4-tier priority structure with priority 1 being the highest tier. Only emergency problems are assigned a priority 1 status (P1). Every ticket will be initially triaged and addressed in the timeline listed below. A fixed resolution window cannot always be predicted as many issues are unique and may require more time to resolve, or may involve third-party vendors. We will always make our best effort to resolve all issues as quickly as possible.

Escalations

Priority	First response	Resolution time
Critical (P1) Service not available (all users affected and required business functions unavailable)	Within 1 hour	Target: 8 Hours
Urgent (P2) Significant degradation of service (large number of users or business critical functions affected)	Within 2 hours	Target: 24 Hours
Medium (P3) Limited degradation of service (single or limited number of users or functions affected, business processes can continue)	Within 24 hours	Target: 72 Hours
Low (P4) Small service degradation (business process can continue, one user affected)	Within 48 hours	Target: 96 Hours

If an issue cannot be resolved remotely within the first response time, a technician will escalate the issue by contacting the appropriate vendor, senior staff member or service provider to resolve the issue as quickly as possible.

Remote troubleshooting

Our team may securely log into a client's device to troubleshoot issues. Clients will always be notified before a remote session begins. We can remotely manage applications, operating systems, networks, and servers. Personal devices are not supported or monitored unless otherwise specified in the managed service agreement. We never log into a user's machine without permission from the user.

Onsite support

Our team can provide onsite support ranging from general maintenance, networking, system administration, office relocations, training and more. A two-hour minimum charge applies to all dispatched onsite support calls unless otherwise specified in the managed services agreement. Same day onsite responses for non-emergency items cannot be guaranteed. For those with ONESolution agreements, regular onsite visits can be scheduled for an additional fee.

Scheduling onsite support

Onsite support must be scheduled at least two days in advance or as defined in the managed service agreement. Weekend and after-hours appointments can be scheduled in advance as needed. Additional charges may apply for after-hours service calls.

HR features inside the portal

Administrator access is available within service portal to provide additional access to services and HR requests. Please contact your customer success manager to request access to these options. HR related requests will not be accepted via email.

New hire requests

New hires can be requested from inside the service portal. Although we will make our best effort to onboard new hires as soon as possible, notice of at least 4 business days is required for all new hire requests. Planning ensures a successful first day for your new employee. If your new employee needs a device, please plan to order devices 14-30 business days in advance of their start date. For the best outcome, contact your customer success manager when you begin your job search so we can prepare in advance of the new hire.

Employee departures

When an employee is leaving the company, an employee departure request must be made in the service portal. If this is a sensitive issue or requires additional hands-on considerations due to security concerns, please do not hesitate to contact your customer success manager or service delivery manager directly to coordinate the off-boarding process. It is the responsibility of the client to notify TransformITive of any departed employee, otherwise you may continually be billed for that user until notice is given.

Purchase requests

Please use the service portal for hardware and software purchase requests. This will ensure the item is appropriately flagged and assigned to our procurement team. Please provide up to 72 Hours for a response. If the purchase is time sensitive, please contact your service delivery manager.

Other service portal features

Billing portal

We provide a personalized one-click billing portal where you can manage your account history, add credit card or ACH payment methods, and schedule future payments. Contact your customer success manager for details.

Company documentation

We provide authorized users easy and secure access to your company related IT information, including core asset information, passwords, vendor details, and more. Your company data is always available to you with GTI. Contact your customer success manager for details.

Escalating your issue

If for any reason you're not satisfied with the response from our service desk or if you need to discuss a sensitive item or account management issue such as procurement, billing, HR, or contracts, please do not hesitate to reach out to your account team.

Your TransformITive account team

Your Customer Success Manager

Name: Joe Markert

Email: jmarkert@transformitive.com

Phone: 415-943-9890

Your Service Delivery Manager

Name: Sharisse Huie

Email: shuie@transformitive.com

Phone: 415-943-9868

Billing Inquiries

Jessma Evans – Controller

Email: accounting@transformitive.com

Phone: NEED ACCOUNTING NUMBER MANAGED

Microsoft New Commerce Experience (NCE) Addendum

1. Supply of Microsoft Cloud Solution Products

1.1 You authorize us to order Microsoft Cloud Solution products (including Azure Services, Microsoft 365, Office 365, Dynamics and other Microsoft seat-based and cloud-based products and services) for you:

- (a) as requested in writing by you; or
- (b) following your written acceptance of our ModernWorkplace Program, a quote, or proposal from us.

1.2 You are responsible for:

- (a) all subscriptions for Microsoft Cloud Solution product licenses;
- (b) all usage of Microsoft Cloud Solution products; and
- (c) all activity, recorded in your Microsoft customer account, including where you have authorized us to act on your behalf in relation to subscriptions or usage. We have no obligation to supervise or in any way monitor your subscriptions for or usage of Microsoft Cloud Solution products other than to ensure you are appropriately licensed for all new hires.

2. Basis of Supply for Microsoft Cloud Solution Products

2.1 All Microsoft Cloud Solution products are supplied subject to our Terms, this Schedule and the applicable Microsoft Customer Agreement for such Microsoft Cloud Solution product. You acknowledge receipt of the current applicable Microsoft Customer Agreement from us and by subscribing for Microsoft Cloud Solution products from us or through us, you:

- (a) confirm your acceptance of the applicable Microsoft Customer Agreement; and
- (b) acknowledge that we are not permitted to revise the applicable Microsoft Customer Agreement in any way.

2.2 If Microsoft updates the applicable Microsoft Customer Agreement, you must accept the new Microsoft Customer Agreement at or before renewal of your subscription for the applicable Microsoft Cloud Solution product. By permitting the relevant subscription to renew, you are deemed to have accepted the updated applicable Microsoft Customer Agreement.

2.3 You acknowledge and agree that Microsoft may send direct communications to you related to the terms of the Microsoft Customer Agreement or the operation or delivery of Microsoft Cloud Solution products.

2.4 Nothing in this schedule or the Terms alters any of the terms between you and Microsoft under the applicable Microsoft Customer Agreement.

3. Terms of Subscription for Microsoft Cloud Solution Products

3.1 We will advise you as to the respective terms available for the different Microsoft Cloud Solution products that you may subscribe a license for. Please note that some Microsoft Cloud Solution products do not allow for monthly subscription terms.

3.2 You may instruct us to subscribe for a Microsoft Cloud Solution product license on a monthly (if available), annual, or multi-year term basis.

3.3 Please note that Microsoft charges a twenty percent (20%) premium for monthly term subscriptions as compared against annual and multi-year subscriptions for the same product type and we will in turn need to increase your seat price as appropriate within our ModernWorkplace if purchased as a part of that program.

4. Renewal

4.1 For annual or multi-year license subscriptions, we will notify you 60 days and 30 days prior to the date of the expiry of your subscription unless purchased as part of our ModernWorkplace Program as we are responsible for the payment thereof within that construct.

4.2 Unless you notify us in writing not less than 14 days prior to the expiration of the initial subscription or a renewal subscription, all subscription licenses for Microsoft Cloud Solution products will automatically renew for the same term as the initial subscription term or renewal subscription term (as applicable) upon the expiry of the subscription term and unless the license in question is provided as part of our ModernWorkplace Program as we are responsible for the payment thereof within that construct except that multi-year subscriptions will renew on an annual basis.

4.3 Please note that if you subscribe for different subscription terms (e.g., monthly and annual) for the same Microsoft Cloud Solution product, that will result in different renewal dates for each of the subscriptions, even if they are for the same Microsoft Cloud Solution product.

5. Pricing Adjustment

5.1 All pricing of licenses for Microsoft Cloud Solution products are subject to change as notified by Microsoft to us; however, if you have subscribed for an annual or multi-year subscription term, then the price for such license will remain locked for the duration of that term. Additionally, the price locked in for such annual or multi-year subscription will apply to any additional seats you subscribe for under such subscription license (an Increment) during its subscription term.

5.2 For annual and multi-year subscriptions, we will inform you of any price changes 30 days before the automatic renewal of your subscription.

5.3 If the licenses are purchased as part of our ModernWorkplace Program we are responsible for the payment thereof within that construct.

6. Prorated Invoicing

6.1 If we agree to it in writing (such as in our letter of engagement or proposal), we will prorate annual and multi-year subscriptions and invoice you on a monthly basis.

7. Increase in Seats

7.1 You may effect an Increment for an existing subscription license at any time during such subscription's term at the relevant price for such additional seat in effect at such time (including at any locked in price in accordance with clause 5.1).

7.2 If you effect an Increment during an existing subscription term, you may reverse such Increment within 72 hours/7 days after effecting it and we will provide you with a prorated refund.

7.3 You will be committed to the additional seats 72 hours/7 days after effecting an Increment and you will not receive a refund for any unused seats. Under NCE terms, cancellation is effective only within 7-day window. We have suggested a 72-hour window for certainty of the provider. Alternatively, you can make all Increments irreversible.

- (a) If the licensing is included as part of the ModernWorkplace program we will address all management outlined in 7.1 and 7.2.

7.4 Any reversal of an Increment made in accordance with clause 7.2:

- (a) may not reflect on an invoice until the next invoicing period; and/or
- (b) may result in us providing you with a prorated credit which will reflect in the next invoicing period.

8. Cancellation and Decrease in Seats

8.1 You have 72 hours/7days after the start of your subscription term or the renewal date of a license subscription to: decrease the number of seats you have for such subscription (a decrement); and/or cancel the subscription or renewal, to be eligible for a prorated refund from us. After the first 72 hours/7 days of the start of your subscription or renewal: you are committed to the subscription or renewal term; you will not receive a refund for any unused portion of the committed subscription or renewal term. [See note in clause 7.3 above re: 72 hours/7 days window and alternatively making all orders irreversible] you are responsible for the full cost of the remainder of the subscription or renewal term.

8.2 Due to the possibility of a renewal date not aligning with our invoicing date, any decrement made in accordance with clause 8.1: may not reflect on an invoice until the next invoicing period; and/or may result in us providing you with prorated credit which will reflect in the next invoicing period.

9. Upgrading a Subscription

9.1 You may request to fully upgrade (all seats) or partially upgrade (a portion of the seats) an existing subscription during the term of such subscription; however: upgrades are not available if the existing subscription is within its 72 hours/7 days cancellation window; and upgrading a subscription will not enable a cancellation window under the new subscription.

10. Transfer of Subscription

10.1 You may not transfer or assign a subscription for a license of a Microsoft Cloud Solution product until the end of such subscription license's term. As such, if you terminate an agreement with us prior to the term of your contract CLIENT is liable for all licensing costs until the close of the subscription/s whether provided by us or procured by CLIENT through us as part of our engagement.

11. Supplier Administrator Access

11.1 You acknowledge and agree that during the term of our agreement under the Terms and for the purposes of any subscription for a license of a Microsoft Cloud Solution product:

- (a) You will confirm us as being your supplier of the Microsoft Cloud Solution products.
- (b) We will be the primary administrator of the Microsoft Cloud Solution products for you during the term of the subscription.
- (c) You will grant us administrative privileges and access to Customer Data; and
- (d) you appoint us as your agent to interface with and provide instructions to Microsoft.

11.2 You consent to Microsoft providing us with:

- (a) information that you provide to Microsoft; and
- (b) Customer Data, for the permitted purposes.

12. Warranty for Microsoft Cloud Solution Products

12.1 We will use reasonable endeavors to assist you in dealing with Microsoft on any warranty claims in respect of any Microsoft Cloud Solution product you have subscribed to from us or through us.

Exhibit M.5 - ALM Program

Introduction

We understand that not all companies maintain their workstations or desktops under warranty. This is often done to manage cost and to ensure a return on investment from the devices purchased by the organization.

Unfortunately many devices are kept in production long past their productive lifecycle (3-4 years on average) and have a negative impact on the organization, resulting in a loss of productivity.

In our industry, older devices are a root cause of productivity impacts and higher levels of support requests due to incompatibilities, failing hardware, and poor performance.

The following calculation shows the hidden costs of aging assets within an organization:

The Cost of Doing Nothing

- Sample Annual Salary - \$60,000
- Average Hourly Labor Rate (Fully Burdened) - \$43/Hour
- Time Wasted Due to Slow Computer - 2.75%
- Total Annual Cost of Slow Computer - \$5,676 per employee

Users seldom notice a degradation in performance, but the result can be expensive. As part of our Modern Workplace program, GTI will help your organization develop an asset lifecycle management program that will ensure your employees remain productive, make your spending patterns more predictable, and maximize the efficiency of every device you own.

Overview

Many limiting factors must be considered when designing an effective asset lifecycle management program:

- **Device servicing and support** – Internal and external support teams have limited ability to service device hardware, resulting in delays of up to 7-10 days for replacement devices.
- **Unpredictable cost models** – The time and capital investment for device refreshes can be costly and irregular.
- **Hardware refresh duration** – Refresh cycles are often way overdue and take too long as companies struggle to find the needed capital to replace aging devices.

Several benefits are gained when shifting device procurement from an unpredictable up-front CAPEX model to a planned refresh program based around an OPEX model:

- **Accelerated Technology Adoption** – The latest software and hardware is always available, giving your team a competitive edge in productivity and employee retention.

- **Cost Predictability** – Converting from a CAPEX to OPEX model reduces upfront expenses, introduces greater predictability, and ensures under-performing systems are not impacting productivity.
- **Simplified Asset Management** – Your IT team and partners can focus on value added activities versus ongoing support for older devices.

We will continue to support your team and existing assets, and we will work with your organization to develop an asset lifecycle management program that will enable us to collectively program, plan and schedule which devices will be replaced.

All new devices will be purchased with a warranty that matches the planned useful lifespan for that device. The replacement cycle can take up to four years to fully implement. If your organization intends to maintain devices beyond the agreed useful lifespan, standard hourly support will be billed for any remediation issues related to those devices.

Similarly, all devices deemed critical to operations; network equipment, server hardware, storage hardware, and workstations/laptops must be maintained under an active vendor supported warranty to ensure access to specialized skills, support, and replacement hardware for those platforms critical to your business. Devices requiring engagement outside of warranty terms will incur standard hourly remediation costs. GTI will work to ensure your organization has a robust warranty program in place from start to finish.

Note: For customers who cannot shift to an OPEX model, the traditional CAPEX approach will be fully supported by GTI if assets are replaced upon the agreed cycle, remain under active vendor warranty and not deemed “end of life” by the manufacturer.

Zero Touch Deployment

As a part of our ALM program, GTI will work to ensure that all OEM or Microsoft Surface devices purchased through the program are compatible with Microsoft Autopilot to ensure the enablement of Zero Touch Deployment.

By supplying a combined solution of Microsoft supported hardware and software to your employees, Surface and other supported OEM devices can be shipped to your team wherever they are, ready to use out-of-the-box. This reduces deployment time to near-zero.

When deploying Microsoft Autopilot, we enable the following benefits for your organization:

- **Simplified management & security** – cloud-based management enables you to transition at your own pace while staying in control of all devices.
- **Always up to date** – Cloud updates automatically deliver the latest features and security updates to every device.

- **Proactive insights** – We benefit from ongoing proactive insights to diagnose and fix issues before they happen.
- **Self-serve deployment and reallocation** – Reallocating an existing device to a new user is easy and secure. With Autopilot, we can remotely reset and reconfigure a device. The new user simply logs in and resumes work.

Note: Some software packages are not compatible with remote deployment and will require a service request to complete the custom deployment experience.

What's Included

- Kick-Off profile design workshop
- Outline of steps to design employee onboarding and off-boarding processes
- Definition of roles for each persona and role within the organization
- Design of supporting hardware build of materials (BOM) per persona/role
- Design of supporting Autopilot profiles and configuration manager images per persona/role
- Review of existing assets and definition of a recommended roadmap for replacement - two options will be provided:
 - Device as a service OPEX model
 - Standard procurement CAPEX model

Quarterly review of the asset lifecycle management program will be included in your transformation check-ins.

All purchases can be made directly through our partner, Transformativ , through their online store at transformativ.com

What is not included?

Systems outside ALM planned lifecycle are not covered by the modern workplace support program flat-fee and may incur hourly charges for intervention or remediation efforts authorized by your organization.

Systems purchased through other vendors will be supported but not guaranteed by GTI.

What we need from you

One or two participants who are committed to Asset LifeCycle Management success within your organization.

This group will form your transformation success team for the initial profile design workshop.

- Commitment to help define a realistic and supportable program for your organization
- Commitment to the timely replacement of aging assets given the organization's current fiscal ability.

- Knowledge of the various personal/role hardware and software needs to assist GTI in selecting and designing the appropriate Build of Materials (BOMs) for each.

Exhibit M.6 - Endpoint Migration to Azure AD

Overview

As part of your ONESolution engagement, GTI will join the client's existing workstations to Azure AD to facilitate the implementation of centralized security and deployment policies in advance of pending data migrations.

Completion of this migration assumes the customer has already completed the initial 30-Day element of Exhibit M.4 - EMS Implementation (Foundations) as a recommended best practice to ensure imported data and email utilization remains secure.

Project Goals & Requirements

The following are the goals and requirements for this project

- Validate machine readiness for Azure AD join (Windows 10 Professional or better)
- Address any issues identified during validation related to Office or OS version
- Coordinate end-user workstation testing to validate Azure AD Join, and to avoid errors
- Upon confirmation of functionality, coordinate the joining of all Client Workstations to Azure AD
- Begin profile migration from the end-user's existing profile into the newly added Azure AD Profile
- Validate login and baseline functionality
- Ensure Microsoft Endpoint Manager (MEM) policies have applied and validate changes to the system based on customer Autopilot profile design (assuming Autopilot is being implemented)
- Validate functionality of customer-defined critical applications from end-user deployment checklist (Valid only if GTI is engaged as the IT Partner)
- Coordinate review session with end-user (if not available at end of work session) to walk-through the changes and/or confirm profile functionality
- Validate OneDrive deployment and document library mounting either in this phase or as part of the SharePoint deployment
- The above process needs to be revisited for every workstation targeted for Azure AD Join

NOTE: Some third-party cloud-based apps like Dropbox or Box may require reconfiguration to re-attach to cloud accounts. Data will not be lost, but this step is required to re-establish the applications connection to the cloud service as the identifying details are stored in a part of the profile that is not migrated.

Note: If Apple Mac systems are present in the environment, then these additional steps will be required:

- Validate machine readiness for Azure AD join
- Address any issues identified during validation around Office or macOS version
- Coordinate end-user workstation testing to validate Azure AD Join, and to avoid errors
- Deploy agents and configure MEM for Azure login on Mac devices

- Upon confirmation of functionality, coordinate the effort to join client workstations to Azure AD
- Begin profile migration from the end-user's existing profile into the newly added Azure AD Profile
- Additional set-up Fees will be incurred for Apple Configuration – see your Customer Success Manager for a proposal.

Note for any new Apple M1 Silicon-based Devices or machines running OSX 10.15 and higher:

An Apple Business Manager account must be set-up and all new devices are to be purchased through the customer's private retail store in order to ensure security is fully enabled, mobile device management can be fully engaged, and modern authentication methods are supported. This is a small project that is billable outside of this deliverable.

Assumptions

This proposal is based on the following assumptions

- Performance of Azure AD, DLP and rights management security policies, & Office 365 Platform is fit for purpose and has been reviewed as satisfactory during the first 30 Days of the EMS - Foundations Implementation prior to migration commencement.
- The client end-users will provide adequate time to engage directly with each workstation to ensure success for the GTI's migration team.
- The client end-user will provide a reasonable maintenance window during the hours of 3am to 5:30pm PST during which our team can address the needed changes.
- The client end-users will be responsible for backing up any critical data to a cloud service, Box Personal Drive, or O365 OneDrive in advance of the migration process to ensure continuity in the event of any unexpected failure.
- The client will ensure that team members understand the importance of training and participation for a successful project outcome.

Exclusions

This proposal is based on the following assumptions

- Personalized customization or non-client authorized software installation, configuration, or troubleshooting is beyond the scope of work in this deliverable.
- Work on client end-users' systems not specified to be Azure AD joined (see worksheet in appendix).
- Windows 10 Home upgrades are not currently considered or included in this scope.
- No integration of personal or home workstations into the corporate environment.
- Anything that is not explicitly confirmed in the scope of work.
- Excluded items which the client deems necessary to this deliverable will be scoped and covered as a change order, billable outside the Modern Workplace contract.



City of Etna

Agenda Request

Date of Meeting: 09112023

Spokesperson(s): Teresa Arrwood

Is this for Discussion ☒ or are you requesting an Action ☒

Subject/Request: Request approval to apply for a grant

Please provide a description of the request and attach supporting documentation:

Request approval to apply for a Rural EMS Training Grant.

I would like to apply for this grant to obtain:

- * a second stairchair so we have one on both of our first out ambulances
- * Instructor package for EMT classes for the future
- * funding to train personnel

A 10% non-federal matching contribution is required.

Other than the second stairchair, we would be doing the second two things anyway and this would provide the bulk of the cost if granted.

See attached for information of the breakdown of what the grant and for estimated quotes.

Will there be a financial impact to the City? ☒ Yes ☐ No If Yes, \$ _____

Please describe:

10 % match of monies requested.

NOTE: Agenda requests must be received no less than four working days before the date of meeting. Return this form and supporting documentation to address below.



x1 XT x1 SC

Quote Number: 10774390

Version: 1

Prepared For: Etna AMB

Attn:

Rep: Sahel Segovia

Email: sahel.segovia@stryker.com

Phone Number: (408) 545-8169

Service Rep:

Email:

Quote Date: 09/01/2023

Expiration Date: 10/01/2023

Contract Start: 09/01/2023

Contract End: 08/31/2024

Delivery Address		End User - Shipping		Bill To Account	
Name:	Etna AMB	Name:	Etna AMB	Name:	Etna AMB
Account #:		Account #:		Account #:	
Address:	442 Main Street	Address:	442 Main Street	Address:	442 Main Street
	Etna		Etna		Etna
	California 96027		California 96027		California 96027

Equipment Products:

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	6252000000	Stair-PRO Model 6252	PCE	1	\$4,474.08	\$4,474.08
1.1	6252009001	Stair-Pro Operations Manual	PCE			
1.2	6250001162	In-Service Video (DVD)	PCE			
1.3	6252026000	Common Components	PCE			
1.4	6250021000	2 Piece ABS Panel Seat	PCE			
1.5	6250160000	Polypropelene Restraint Set(Plastic Buckles)	PCE			
1.6	6252022000	Main Frame Assy Option	PCE			
1.7	6250024000	Standard Length Lower LiftHandles	PCE			
1.8	6252027000	Footrest Option	PCE			
1.9	6252040000	Removable Head Support	PCE			
1.10	6252024000	No IV Clip Option	PCE			
Equipment Total:						\$4,474.08

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$55.93
Grand Total:	\$4,530.01



x1 XT x1 SC

Quote Number: 10774390

Version: 1

Prepared For: Etna AMB

Attn:

Rep: Sahel Segovia

Email: sahel.segovia@stryker.com

Phone Number: (408) 545-8169

Service Rep:

Email:

Quote Date: 09/01/2023

Expiration Date: 10/01/2023

Contract Start: 09/01/2023

Contract End: 08/31/2024

Prices: In effect for 30 days

Terms: Net 30 Days

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. **Confidentiality Notice:** Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

Rural EMS Training Grant

10% match required

The Rural Emergency Medical Services Training Grant (Short Title: EMS Training) provides funding to recruit and train emergency medical services personnel in rural areas with a focus on addressing substance use disorders and co-occurring mental health conditions.

Required activities include:

- Ensure EMS personnel are trained on mental and substance use disorders and trauma-informed, recovery-based care for people with such disorders in emergency situations
- Acquire emergency medical services equipment
- Purchase of drugs or devices approved or cleared under the Federal Food, Drug, and Cosmetic Act for emergency reversal of known or suspected opioid overdose
- Train EMS personnel on the use of Naloxone in emergency opioid overdose situations
- Train EMS personnel, provide resources, and implement procedures on connecting those who have undergone overdose reversal to substance use disorder treatment
- Train EMS personnel on the use of motivational interviewing to engage individuals who use substances, and/or who suffer mental health conditions, and to provide referrals to treatment and harm reduction services
- Train EMS personnel on working with local peer-support specialists in assisting those who have undergone overdose reversal, including facilitating warm handoffs
- Develop procedures to ensure all overdoses are reported to the state and local public health department so that any individual who has experienced an overdose can be followed up with and provided linkages to treatment and referral to ongoing peer recovery support
- Train EMS personnel to maintain licenses and certifications relevant to serve in an EMS agency
- Conduct courses that qualify graduates to serve in an EMS agency
- Fund specific training to meet federal or state licensing or certification requirements

Eligibility

Eligible applicants include rural emergency medical service agencies operated by local or tribal governments (fire-based and non-fire based) and nonprofit emergency medical service agencies.

Cardiac monitor replacement batteries for aging batteries



ITEM # Z/30-00000
**SurePower™ II Lithium
Ion Battery, 11.1V**
By ZOLL MEDICAL
CORPORATION

In Stock

Available and ready to ship.

Sold By:	List Price:	Your Price:	Qty:	Total:
EA	\$879.99	\$839.99	6	\$5,039.94

Subtotal:	\$5,052.92
Delivery:	\$30.00
Tax:	\$366.34
ORDER TOTAL	\$5,449.26

(2) 4 pack CPR manikins & AED Trainers / \$3360 without tax and shipping

Adult x 4= \$680
Infant x 4= \$600
AED Trainersx4= \$400

Narcan Trainers: \$8 each/+tax and shipping qty 8. \$64.00 without tax and shipping



City of Etna

Agenda Request

Date of Meeting: 9.11.23

Spokesperson(s): City Council

Is this for Discussion ☒ or are you requesting an Action ☐

Subject/Request: Pool Presentation

Please provide a description of the request and attach supporting documentation:

Council member Gilmore pool presentation.

Will there be a financial impact to the City? ☐ Yes ☐ No If Yes, \$ _____

Please describe:

NOTE: Agenda requests must be received no less than four working days before the date of meeting. Return this form and supporting documentation to address below.



City of Etna

Agenda Request

Date of Meeting: 9.11.23 _____

Spokesperson(s): City Council _____

Is this for Discussion ☒ or are you requesting an Action ☐

Subject/Request: Fort Jones Police Contract

Please provide a description of the request and attach supporting documentation:

Discuss/Approve 2023-2026 FJ PD Contract.

Will there be a financial impact to the City? ☐ Yes ☐ No If Yes, \$ _____

Please describe:

NOTE: Agenda requests must be received no less than four working days before the date of meeting. Return this form and supporting documentation to address below.

This Agreement of Law Enforcement Services ("Agreement") is entered into by and between the City of Etna ("Etna" hereinafter) and the Town of Fort Jones ("Fort Jones" hereinafter), both municipal corporations and general law cities located in the County of Siskiyou, State of California.

RECITALS

- Etna has its own police department while Fort Jones does not.
- Fort Jones desires to continue the contract with the City of Etna, to provide for police protection within its boundaries pursuant to this Agreement.
- This independent contractor Agreement is entered into pursuant to provisions of Government Code Sections 55631, 55632, and 55634, and all other applicable authority.
- The City of Etna and the Town of Fort Jones desire to enter into an agreement effective July 1, 2023, and ending June 30, 2026. Each year both the City of Etna and the Town of Fort Jones at least three months prior to the previous year ending date of June 30th will review and be afforded the opportunity to make suggestions and or amendments to the agreement to be approved by each city council.
- This agreement is an independent contractor agreement and is not a joint employer arrangement between Etna and Fort Jones.

NOW, THEREFORE, in consideration of the recitals and the mutual covenants contained herein, and for good and valuable consideration, Etna and Fort Jones agree as follows:

AGREEMENT

GENERAL PROVISIONS:

- This Agreement for Law Enforcement Services is effective July 1, 2023, and on that date and thereafter the provisions herein supersede and replace any previous Agreement or Amendments executed by the parties.
- In this Agreement, the word "Chief" means Chief of Police of the City of Etna.
- The Chief of Police of Etna shall have authority over the manner and means of the overall operations and the procedural way the police services are performed under this Agreement. On or before the 1st day of April of each year of this Agreement, the Chief of Police of Etna shall consult with the Fort Jones' City Administrator and Mayor, or the Mayor's designee on service levels and the parties may modify the Agreement as necessary to meet the needs of Fort Jones subject to approval by the City Councils of each entity.
- The Chief or a member of the Chief's staff will attend Fort Jones City Council meetings monthly and provide performance measures to the Town of Fort Jones City Council. These performance measures should include crime statistics, response times, and traffic enforcement trends and/or significant crime report summaries. In addition, the Chief of Police should meet quarterly with the Fort Jones City Administrator, and Mayor or Mayor's designee to discuss Fort Jones law enforcement and public safety concerns.
- Etna and Fort Jones shall cooperate in the preparation and submission of applications for government law enforcement grants for police services in and for the Town of Fort Jones. Etna and Fort Jones agree that there is a mutual benefit to such efforts. Etna and Fort Jones also agree that either may independently pursue grants and shall be individually responsible, therefore.

- Employee relations and related issues, including but not limited to Etna employee salaries and benefits shall be the sole and exclusive responsibility of Etna.

SERVICE PROVISIONS:

- **General Law Enforcement Services:**

- Etna shall provide police protection services to Fort Jones for and during for and during the term of the Agreement and any extension or extensions thereof. Services shall include the following:
 - Patrol
 - Investigations of crimes
 - Completion of reports
 - Prisoner transportation
 - Responding to calls for service
 - Court appearances and testimony
 - Processing of evidence and found property
 - Traffic enforcement
 - Accident investigation
 - Traffic control
 - Investigations by Department Detective and/or Drug Task Force Detective
 - Investigation of crimes
 - Court appearances and testimony
 - Processing of evidence
 - 24-hour per day communications services include:
 - 9-1-1 service
 - Police dispatching
 - After-hours dispatching of non-police services
 - Police Records Service
 - Collateral Specialty Teams and Additional Programs/Resources offered in the City of Etna including, but not limited to, Crime Scene Investigation, and Reserve Officer Program, Explorer Cadet, and Siskiyou Unified Major Investigations Team (SUMIT), and/or North State Investigations Team (NSMIT)
 - Coordination of police resources in the event of a major disaster or emergency that necessitates the activation of the Emergency Operations Center (EOC).
 - Animal Control and impound services associated with Fort Jones animal control ordinances.
 - Code enforcement services will also be provided to the Town of Fort Jones and will perform the duties associated with enforcing, creating, and monitoring city municipal ordinances.
 - Police Activities League will also continue to function throughout Scott Valley and Siskiyou County areas. A vested Fort Jones interest and inclusion will be maintained and publicly advertised.
 - Weapons confiscations under Welfare & Institutions Code §8102 and Penal Code §18400 when, in the sole discretion of the Etna Chief of Police, such confiscations are warranted under the circumstances.

- **Emergency Preparedness:**

- In the event of a major disaster or emergency in Fort Jones that necessitates the activation of the EOC and report to the Fort Jones Director of Emergency Services (City Administrator) the Chief of Police or a Command Officer will respond as soon as possible and will assume responsibility of working with Fort Jones City officials as needed. The City of Etna shall maintain EOC and/or coordinate with the County of Siskiyou Office of Emergency Services to establish and EOC infrastructure.
- For the purpose of performing all of the services provided for in this Agreement, Etna shall provide personnel, supervision, communications, equipment, and supplies necessary to maintain the services to be rendered; provide, however, if in the sole judgment of the Chief or his/her designee, an emergency arises in Etna which requires temporary diversion of officers and vehicles from Fort Jones, the same may be diverted to Etna on an emergency basis, and to the extent emergencies in Fort Jones require additional police support, the Chief or the Chief's staff may divert personnel and vehicles from Etna to Fort Jones for any emergencies.

AUTHORITY:

- The authority for assignment, control and discipline of Etna officers and employees and other matters incidental to the performance of services by Etna under this Agreement, and the control of Etna personnel shall remain with Etna but should include feedback and input from the Mayor, city council or City Administrator, of the Town of Fort Jones.
- The Etna Chief of Police will designate a Chief of Police for the Town of Fort Jones to satisfy the provisions of Part 1, Division 3, Title 4 of the California Government Code (sections 36501, et seq.), said Chief to function and operate in conformity with the terms of this Agreement. (Attachment C.)

WORKERS' COMPENSATION LIABILITY:

- Fort Jones shall not be liable for payment of salaries, wages, or other forms of compensation to any Etna personnel performing services hereunder including personnel performing indirect services hereunder, such as police management personnel, patrol supervisors, background investigators, police communications personnel, and police clerical personnel. It is understood and agreed that for such purposes all such Etna personnel performing either direct or indirect services to Fort Jones hereunder shall be deemed employees of Etna while acting in or for Fort Jones pursuant to this Agreement. Etna shall maintain Workers' Compensation Insurance covering all Etna personnel performing services under this Agreement.

MUNICIPAL AGENCY IMMUNITIES:

- For the sole purpose of giving official status to their actions while performing municipal functions within the scope of this Agreement, every Etna officer, employee, or agent engaged in performing General Law Enforcement Services to Fort Jones shall be considered an employee of the Town of Fort Jones. This provision shall be implemented by Fort Jones Ordinance. In this regard, Etna, its officers, employees, and agents engaged in performing any services or functions as described in this Agreement shall have the immunities that they would enjoy were they actual officers, employees and agents of Fort Jones provided the services are within the scope of this Agreement.

This Agreement shall not be construed as, or deemed to be an agreement for, the benefit of any third party or parties, nor shall any third party have any right or action hereunder for any cause whatsoever.

INDEMNIFICATION FOR WORKERS' COMPENSATION CLAIMS; PROOF OF LIABILITY INSURANCE COVERAGE:

Etna will provide Fort Jones with verification of Etna's Worker's Compensation Coverage and Liability Insurance Coverage regarding activities undertaken pursuant to this Agreement. In addition, Etna will indemnify Fort Jones for any claim made upon it by an Etna Police Department officer, agent, or employee for injury or sickness.

INDEMNITY OBLIGATIONS:

Etna shall indemnify and hold harmless Fort Jones, its officers, agents, employees and independent contractors from any claim or liability whatsoever, based or asserted upon any act or omission of Etna, its officers, agents, employees, subcontractors, and independent contractors, for property damage, bodily injury or death, or any other element of damage or any kind or nature occurring in the performance of this Agreement. Etna shall defend at its own expense and costs, including attorneys' fees, Fort Jones, its officers, agents, employees, subcontractors, and independent contractors in any legal and/or administrative action of any kind based upon such alleged acts or omissions. The duty of Etna to indemnify and save harmless as set forth in this paragraph shall include the duty to defend. All persons employed by Etna in providing general law enforcement services to Fort Jones shall be Etna employees. The indemnity hereunder extends to all costs, attorneys' fees, and expenses incurred in obtaining expert testimony and the attendance of witnesses, expenses and liability incurred in and about any such claim, the investigation thereof, as well as the defense of any action or proceeding brought thereon, and from and against any orders, judgments or decrees which may be entered therein.

Fort Jones shall indemnify and hold harmless Etna, its officers, agents, employees, subcontractors and independent contractors from any claim or liability whatsoever based upon or asserted upon any act or omission of Fort Jones, its officers, agents, employees, subcontractors and independent contractors for property damage, bodily injury or death or any other element of damage of any kind or nature occurring in the performance of this Agreement, including claims arising from enforcement of Fort Jones' Ordinances; excluding, however, such liabilities, claims, losses, damages, or expenses arising from the negligence or willful misconduct of Etna or its officers, agents, or employees. Fort Jones shall indemnify and hold harmless Etna, its officers, agents, employees, subcontractors and independent contractors from any claim or liability whatsoever based or asserted upon any act or omission of Fort Jones, its officers, agents, employees, subcontractors and independent contractors for property damage, bodily injury or death, or any other element of damage of any kind or nature occurring beyond the performance of the Agreement where such claim or liability bears a reasonable nexus to Etna's performance of its obligations under this Agreement; excluding, however, such liabilities, claims, losses, damages, or expenses arising from the negligence or willful misconduct of Etna or its officers, agents, or employees. By way of example, and not limiting the indemnity obligations of Fort Jones, if a dangerous condition of public property (such as an open excavation pit) caused a claim (for example if a criminal suspect was running from an Etna police officer fell in the pit), Fort Jones would owe indemnity and a duty of defense to Etna in such case. By way of further example, if a Fort Jones public works employee drove a vehicle to collide with a person who was at the side of the road because such person was stopped by an Etna police officer incident to a traffic violation, Fort Jones would owe indemnity and a

duty of defense to Etna on account of such claim. The above examples are intended to make clear that the dangerous condition, act, or omission of Fort Jones may have nothing to do with Etna's performance or providing of policing services under this Agreement, yet such dangerous conditions still fall within the scope of Fort Jones' indemnity and defense obligations to Etna because such a dangerous condition, act or omission bears a nexus to the performance of policing services under this agreement. Fort Jones shall defend at its own expense, including attorneys' fees and costs, Etna, its officers, agents, employees, subcontractors, and independent contractors in any legal and/or administrative action of any kind based upon such alleged acts or omissions. The duty of Fort Jones to indemnify and save harmless as set forth in this Paragraph shall include the duty to defend. The indemnification hereunder extends to all costs, attorneys' fees and expenses incurred in obtaining expert testimony and in the retention, transportation and attendance of such expert witnesses as well as expenses related to lay or percipient witnesses, as well as any liability incurred or arising out of any such claim, the investigation thereof, as well as the defense of any action or proceeding brought thereupon as well as from any order, judgments, verdicts, decrees or settlements which may be reached or entered thereon.

The indemnity and hold harmless provisions contained herein are binding upon the parties hereto without regard to whether any insurance coverage or the insurance policy is available for the acts and/or condition for which the indemnity has provided pursuant to this paragraph. The indemnity and hold harmless provisions contained herein shall survive the termination of this Agreement and shall continue after such termination for any liability arising out of or as a consequence of this Agreement or the performance of any services under this Agreement. Etna shall provide evidence of liability coverage to Fort Jones and Fort Jones shall provide evidence of liability coverage to Etna related to this Agreement.

ANNUAL BASE RATE PAYMENT:

- **Definition of Terms:**
 - A **"Fiscal Year"** for the purposes of this Agreement is the period of July 1 and ending on June 30.
 - A **"Calendar Year"** for the purposes of this Agreement is the period beginning on January 1 and ending on December 31.
 - An **"Incident"** for the purposes of this Agreement are police responses originating from telephone calls to the Dispatch Center, walk-ins at the Police lobby, Police Officer self-initiated activity and email or social media communications requiring a police officer response.
 - The **"Annual Base Rate"** for the purposes of this Agreement is the monetary compensation the Town of Fort Jones agrees to pay the City of Etna annually for law enforcement services per this Agreement.
 - The **"Law Enforcement Services Costs"** for the purposes of this Agreement are all the necessary and reasonable costs for the City of Etna's police department and personnel to deliver law enforcement services to the Town of Fort Jones as agreed upon in Section 2 – Service Provisions of this Agreement. The fiscal components of the Law Enforcement Services Costs are provided in Section 8.c – Base Rate Methodology of this Agreement.
- **Annual Base Rate Annual Payment Amount.** For the services outlined in Section 2 – Service Provisions above, Fort Jones agrees to pay Etna the annual base rate of TWO HUNDRED TWENTY-THREE THOUSAND ONE HUNDRED FIFTY-SIX DOLLARS ("Base Rate"). The base rate

will be adjusted annually for each fiscal year, from July 1 to June 30. The base rate shall be paid in advance of services provided, due on the first day of each quarter (July 1, October 1, January 1, April 1).

▪ **Base Rate Methodology:**

- Fort Jones shall pay anticipated (budgeted) Police Law Enforcement Service Costs utilizing the following structured breakdown:
 - Personnel Costs (General):
 - 2.0 FTE Fulltime Police Officers, with benefits at \$155,827.00
 - 0.5 FTE Community Service Officer, no benefits at \$15,209.00
 - 0.5 FTE Police Detective, with benefits at \$14,560.00

Total in labor costs = \$185,596.00
 - Police Maintenance:
 - Vehicle/Facility/Equipment Maintenance, Fuel, Office Supplies, Pro-rata Share Vehicle & Liability Insurance etc. = \$27,310.00
 - Dispatch/Records (Communications) payable to Siskiyou S.O. = \$10,250.00
- Total in Dispatch costs = \$10,250.00*

The components of the Law Enforcement Services Cost include the following funds from the City of Etna adopted 2023/2024 Budget:

Law Enforcement Service Cost (LESC)		Annual Budget FY 23-24
Fund Name	Dept 41	Law Enforcement FJ
10.41.701.00 Salaries Regular		\$97,885
10.41.702 Salaries Overtime		\$2,500
10.41.703.00 Salaries PT		\$26,560
10.41.705.00 Uniform Allowance		\$2,000
10.41.710.00 SS/MC Tax Expense		\$9,520
10.41.715.00 PERS Retirement		\$14,970
10.41.720.00 Health Insurance		\$19,533
10.41.725.00 SCORE WC		\$9,123
10.41.730.00 SUI Tax Expense		\$1,459
10.41.745.00 SCORE Liability		\$12,360
10.41.760.10 IT		\$1,000
10.41.762.00 Sheriff's Contract		\$10,250
10.41.830.30 Cellular		\$850
10.41.765.00 Vehicle Fuel & Oil		\$7,000
10.41.860.00 Vehicle Maintenance		\$1,000
10.41.880.00 Maintenance & Supplies		\$100
10.41.875.00 Special Dept Supplies & Equipment		\$5,000
10.41.990.00 CalPERS Unfunded Liability		\$2,046

All expenses to be accounted for at year end and refundable if overpaid.

- Any additional City services furnished to Fort Jones in the event of an EOC activation disaster or emergency are not covered under this Agreement.
- COPS Grant Fund/Supplemental Law Enforcement Services Fund:

In the event the Town of Fort Jones is awarded monies from the COPS – Supplemental Law Enforcement Services Fund (SLESF) from the State of California, Fort Jones will earmark those funds to the payment of this Agreement. The minimum State SLESF grant amount allocation is \$100,000 per fiscal year. The SLESF funds will be managed by the Town of Fort Jones and applied to this Agreement. The SLESF Funds are included in the total Base Rate of this Agreement and are sources for the Town of Fort Jones, or if SLESF funding is eliminated from the State Budget, Fort Jones will still be responsible for the entire Base Rate amount and accordingly will have to rely on alternative funding sources.

- **Significant Crimes:**

In the event of a significant crime or crimes in Fort Jones which includes, but is not limited to, homicide, kidnapping, hostage event, serial assault/robbery and/or other high-level critical Incident, Etna will track the Incident time for these events. When it appears to the Chief of Police, in his/her sole discretion, that a significant crime or crimes will involve a majority of current staffing hours in a year, the Chief of Police will so inform the Fort Jones City Administrator and discuss the necessary staffing levels and work to resolve shortages in staffing, re-allocate resources or seek supplemental funding.

- In the event of a substantial change in personnel costs to the City of Etna, including the reduction in police department workforce, such that the services provided to Fort Jones are affected, the parties may negotiate for amended terms to this Agreement.
- Crime laboratory fees, booking fees, and fees associated with the Siskiyou County Automated Fingerprint System (Cal ID), charged by the County of Siskiyou, or any other city, county, or state agency, for incidents originally occurring in Fort Jones shall be paid by the City of Fort Jones, directly to the County of Siskiyou or the applicable public agency and are not included in this Agreement.
- All fines, fees, restitutions, or other monies collected by Etna or the Siskiyou County Courts for incidents in Fort Jones and immediate surrounding area shall be awarded to Fort Jones.
- Fort Jones shall reimburse Etna for the costs for (i) filing, pursuing, and participating in any hearing regarding any weapons confiscation proceeding under Welfare & Institutions Code section 8102 or Penal Code section 18400, and (ii) defending any "Pitchess" motion (made under Code of Civil Procedure section 1043) made by any person who is a criminal defendant in a proceeding that involved an alleged crime committed within Fort Jones city limits. The costs required by this paragraph shall include the reasonable costs charged by the Etna City Attorney or any qualified legal counsel the City of Etna retains to handle these specialized proceedings.
- No other costs of any kind, including but not limited to capital projects, construction, equipment, or unforeseen personnel actions, will be added to the costs of the services unless specifically addressed by this Agreement.

- All property acquired by Etna under and pursuant to this Agreement shall be and always remain the property and responsibility of Etna without any division or distribution thereof upon termination of this Agreement, except as otherwise agreed upon in writing. Property acquired by Fort Jones shall remain the property and responsibility of Fort Jones, except as Fort Jones cedes such property to Etna for the performance of services under this Agreement.
- The consideration provided to be paid to Etna will not result in any surplus money and no monies shall be subject to refund to Fort Jones at any time during or after termination of this Agreement, unless there is an overpayment, except where specifically denoted that the monies are refundable.
- In the event the City of Etna is unable to acquire operational office space, including electric, water, garbage, telephone, and internet service, and parking within the Town of Fort Jones (Police Department), the city of Fort Jones agrees to find and provide such space.

TERM:

- This Agreement shall be effective July 1, 2023, through June 30, 2026, subject to the following cancellation provision:
 - The City of Etna commits to providing law enforcement services pursuant to this Agreement for at least the three-year period July 1, 2023, to June 30, 2026. Thereafter, from July 1, 2026, either party to this agreement may elect to terminate this Agreement without cause and thereby cancel all further obligations under this Agreement provided, however, that the canceling party shall provide to the other party at least three (3) months prior written notice in advance of the effective date of cancellation.
 - This Agreement may also be canceled or amended as of any date by written mutual agreement of both parties.

MISCELLANEOUS:

- No person is intended to or shall be a third-party beneficiary to this Agreement.
- Any notices required by this Agreement shall be mailed or delivered to the City of Etna at PO Box 460, Etna, California 96027, Attention: City Clerk and to the Town of Fort Jones PO Box 40, Fort Jones, California 96032, Attention: City Administrator. Either party's address may be modified by such party by giving written notice of such modification to the other party calling specific attention to this Agreement.
- If any provision of this Agreement shall be held by a Court of the State of California or of the United States of America to be invalid or not in conformity with applicable law, such provision shall be severable and such invalidity shall not impair the validity or enforceability of any other provision of this Agreement.
- The waiver of either party of any breach of this Agreement by the other party or of any term, covenant, or conditions, whether precedent or subsequent, contained within this Agreement shall not constitute a waiver of any such breach, term, covenant, or condition nor constitute a waiver of any legal right or legal defense resulting therefrom. No waiver by either party of any singular or specific right, privilege, condition, covenant, expectation of performance or legal defense under this Agreement or existing as a matter of law shall be construed as a continuing or permanent waiver.
- In the event of any dispute or legal proceeding or legal action arising out of or related to the enforcement of this Agreement, the prevailing party in such legal action or proceeding shall be

entitled to an award of reasonable attorney's fees and other costs incurred in such action or proceeding, including, but not limited to, expert witness and consultant's fees, in addition to any other relief awarded by the Court, tribunal, arbitrator or trier of fact to whom the matter is submitted as the case may be.

IN WITNESS, WHEREOF, THE CITY OF ETNA and THE TOWN OF FORT JONES by separate resolutions, duly adopted by their respective City Council, have caused this Agreement to be signed by the Mayors and attested by their City Clerks on the day, month, and year set forth below.

TOWN OF FORT JONES

By:

Mercedes Garcia, Mayor

Date

Attest:

City Clerk FJ?????

Date

Approved as to form:

Margaret Long, Attorney

Date

CITY OF ETNA

By:

Cliff Munson, Mayor

Date

Attest:

Pamela Eastlick, City Clerk

Date

Approved as to form:

Margaret Long, Attorney

Date

DRAFT



City of Etna

Agenda Request

Date of Meeting: 9.11.23

Spokesperson(s): City Council

Is this for Discussion ☐ or are you requesting an Action ☐

Subject/Request: Main Street Restrooms

Please provide a description of the request and attach supporting documentation:
Discuss/Approve maintenance responsibilities for the bathrooms on Main Street.

Will there be a financial impact to the City? ☐ Yes ☐ No If Yes, \$_____

Please describe:

NOTE: Agenda requests must be received no less than four working days before the date of meeting. Return this form and supporting documentation to address below.



City of Etna

Agenda Request

Date of Meeting: 9.11.23

Spokesperson(s): City Council

Is this for Discussion ☐ or are you requesting an Action ☐

Subject/Request: City Manager Position

Please provide a description of the request and attach supporting documentation:
Discuss potential candidate for City Manager.

Will there be a financial impact to the City? ☐ Yes ☐ No If Yes, \$_____

Please describe:

NOTE: Agenda requests must be received no less than four working days before the date of meeting. Return this form and supporting documentation to address below.