

Agenda



County of Inyo Board of Supervisors

Board of Supervisors Room
County Administrative Center
224 North Edwards
Independence, California

NOICE **OE PUBLIC** In order to minimize the spread of the COVID-19 virus, Governor Newsom has issued Executive Orders that temporarily suspend certain requirements of the Brown Act. Please be advised that the Board of Supervisors Chambers are closed to the public, the Board will be conducting its meetings exclusively online.

Board Members and Staff will participate via Zoom webinar, accessible to the public at <https://zoom.us/j/86825481>. Individuals will be asked to provide their name and an email address in order to access the videoconference. Anyone who does not want to provide their email address may use the following generic, non-functioning address to gain access: donotreply@inyocounty.us.

Anyone wishing to make either a general public comment or a comment on a specific agenda item prior to the meeting or as the item is being heard, may do so either in writing or by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Written public comment, limited to **300 words or less**, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. Your comments may or may not be read aloud, but all comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.

Public Notices: (1) In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (760) 878-0373. (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). (2) If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

Note: Historically the Board does break for lunch; the timing of a lunch break is made at the discretion of the Chairperson and at the Board's convenience.

June 15, 2021 9:00 AM

1. **PUBLIC COMMENT** (Join meeting via Zoom [here](#))

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code §54956.9: one potential case.
3. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA) Elected Officials Assistant Association (EOAA) Inyo County Correctional Officers Association (ICCOA) Inyo County Employees Association (ICEA) Inyo County Probation Peace Officers Association (ICPPOA) HSS Workers Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all County designated representatives – Administrative Officer Clint Quilter, Assistant County Administrator Leslie Chapman, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

OPEN SESSION (With the exception of timed items, all open-session items may be considered at any time and in any order during the meeting in the Board's discretion.)

9:00 AM

4. **PLEDGE OF ALLEGIANCE**
5. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**

6. **PUBLIC COMMENT**

☐ **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)

8. **INTRODUCTIONS** - The following new employees will be introduced to the Board:
☐anice ☐ackson, Office Technician II, Agricultural Commissioner☐☐enneth
Hernande☐, Correctional Officer, Sheriff's Office☐and Rodolfo Madera, Correctional
Officer, Sheriff's Office.

9. **COVID-19 STAFF UPDATE**

DEPARTMENTAL - PERSONNEL ACTIONS

10. **Health & Human Services Health Prevention** ☐Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Administrative Secretary II exists in one or more non-general Fund budgets, as certified by the Health and Human Services Director and concurred with by the County Administrator and Auditor-Controller☐B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply☐and C) approve the hiring of one (1) Administrative Secretary II at Range 60 (\$3,☐58 - ☐4,564).

11. **Public Works** ☐Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Building Maintenance ☐orker I☐ exists in the general Fund and non-general Fund budgets, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller☐B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but there is an active recruitment list for this position☐and C) approve the hiring of one (1) Building Maintenance ☐orker I at Range 56 (☐3,425 - ☐4,155) or Building Maintenance ☐orker II at Range 60 (☐3,☐58 - ☐4,564) depending on qualifications.

12. **Sheriff**☐☐Request Board:

- A. Find that, consistent with the adopted Authorized Review Policy, the availability of funding for these requested positions comes from the general Fund, as certified by the Sheriff, and concurred by the County Administrator and Auditor-Controller☐
- B. Find that where internal candidates may meet the qualifications for the positions and the positions could possibly be filled by an internal recruitment for the Corporal and Investigator vacancies, the Deputy Sheriff positions will be filled through an open recruitment☐and
- C. Approve the filling of one (1) Investigator position at Range ☐1SB - ☐1SD (☐5,61☐ - ☐☐,513)☐
- D. Approve the filling of three (3) Corporal positions at Range ☐0SA - ☐0SD (☐5,0☐9 - ☐☐,133)☐
- E. Approve the open recruitment and hiring of three (3) Deputy Sheriff positions at Range 6☐SA - 6☐SC (☐4,624 - ☐6,351) and authorize up to the E step for a qualified lateral applicant.

13. **County Administrator Emergency Services** Request Board review the proposed Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program Planning Subapplication, administered through the California Governor's Office of Emergency Services (CalOES), to the County of Inyo as an eligible subapplicant, and if deemed acceptable: A) approve the submittal of the Hazard Mitigation Grant Program Planning Subapplication on behalf of the County of Inyo and B) authorize the County Administrator as the designated Authorized Agent, to sign the grant subapplication, as well as any and all accompanying documents, by approving the "Designation of Subrecipient's Agent Resolution No. 2021-34."
14. **County Administrator Personnel** Request Board approve Agreement with NEOCO from June 15, 2021 through June 30, 2023 in the amount of \$25,986.26, contingent upon the adoption of future budgets, and authorize the Deputy Director of Personnel to sign.
15. **County Administrator Personnel** Request Board approve the agreement between the County of Inyo and The Prothman Company for the provision of executive recruitment services, in an amount not to exceed \$10,500, and authorize the County Administrator to sign.
16. **County Administrator Purchasing** Request Board approve a blanket purchase order not to exceed \$130,000 annually from the Purchasing Revolving Budget to be issued to Office Depot through the OMNIA Partners Public Sector for office supplies and consumable computer/printer supplies for Fiscal Year 2021-2022.
17. **County Administrator Purchasing** Request Board: A) award Bid No. 2021-00 Print Bid for Fiscal Year 2021-2022 to the Hanigan Company Inc., and authorize purchase orders to be approved for various County Departments to order items from this Bid and B) authorize Purchasing to exercise the option to renew the bid through Fiscal Year 2023-2024.
18. **County Administrator Purchasing** Request Board: A) award Bid No. 2021-08 HP Toner Cartridges to The Office Pal for Fiscal Year 2021-2022 B) authorize purchase orders to be issued to The Office Pal for Fiscal Year 2021-2022 from the Purchasing Revolving Budget in an amount not to exceed \$30,000 and C) authorize Purchasing to exercise the option to extend the bid through Fiscal Year 2023-2024.
19. **County Counsel** Request Board approve Amendment No. 2 between the Office of County Counsel and Gregory J. James, Attorney at Law, for the provision of Environmental Attorney services, extending the term of the contract for the period of July 1, 2019 through June 30, 2022, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign.
20. **County Counsel** Request approve Amendment No. 2 to the contract between the County of Inyo and Gregory J. James, Attorney at Law, decreasing the contract amount to an amount not to exceed \$60,000.00 and extending the term end date from June 30, 2021 to June 30, 2022, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign.
21. **County Counsel** Request Board approve Amendment No. 3 to the contract between County of Inyo and Gregory J. James, Attorney at Law, for the provision of legal services to the County related to the Yucca Mountain Repository Licensing Proceedings before the Nuclear Regulatory Commission and related Court actions, extending the term of the contract for the period of July 1, 2019 through June 30,

2022, contingent upon the Board's adoption of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign.

22. **County Counsel** Request Board approve the agreement between Great Basin Unified Air Pollution Control District and the County for the County Counsel's Office to provide certain legal services to the District during the period of July 1, 2021 to June 30, 2022, for the sum of \$13,500, contingent upon the Board's adoption of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign.
23. **Health & Human Services Behavioral Health** Request Board approve the agreement between the County of Inyo and Iris Telehealth Medical Group of Austin, Texas for the provision of telepsychiatry services in an amount not to exceed \$265,824 for the period of July 1, 2021 through June 30, 2022, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
24. **Health & Human Services Health Prevention** Request Board: A) declare The Amar Companies (a.k.a. Amar) of Lancaster, CA a sole-source provider of billboard advertising B) approve the contract between the County of Inyo and Amar of Lancaster, CA for the provision of two vinyl panel billboards for the Tobacco Education Program in an amount not to exceed \$18,900.00 for the period of July 8, 2021 through December 22, 2021, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget and C) authorize the County Administrator to sign, contingent upon all appropriate signatures being obtained.
25. **Health & Human Services Social Services** Request Board approve the contract between the County of Inyo and the Inyo County Office of Education for the provision of Stage I Child Care Services, in an amount not to exceed \$100,000.00, for the period of July 1, 2021, through June 30, 2022, and authorize Chairperson to sign.
26. **Planning Department** Request Board approve the contract between the County of Inyo and the Inyo Local Agency Formation Commission to provide staff services in the amount not to exceed \$13,200.60 for the period of July 1, 2021 through June 30, 2022 authorize the Chairperson to sign and direct the Planning Department and County Counsel to provide services as outlined in the contract, contingent upon the Board's adoption of the Fiscal Year 2021-2022 Budget.
27. **Planning Department** Request Board: A) declare Roux Associates, Inc. Andy Don a sole-source provider of independent contractor services and B) approve Standard Contract No. 156 between the County of Inyo and Roux Associates, Inc. Andy Don for the provision of hydrological services including but not limited to the review of any new groundwater data and/or modeling relevant to the to the County's previous comments on the Supplemental Environmental Impact Statement and long standing contentions related to the proposed Yucca Mountain high-level radioactive waste repository.
28. **Planning Department Yucca Mountain** Request Board approve Amendment No. 5 to the contract between County of Inyo and the Hydrodynamics Group (Hydrodynamics) to amend Section 2 – Term of the agreement to be July 1, 2016 through June 30, 2022, contingent upon the Board's adoption of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
29. **Procurement** Request Board approve Amendment No. 3 to the Agreement between the County of Inyo and the County of Tuolumne to extend the Agreement from July 1, 2021 to June 30, 2022 with the daily rate per youth placed at the Mother Code

Regional Juvenile Detention Facility at \$15.00 per day with a guarantee of one (1) bed at the Tuolumne Juvenile Hall at a daily rate of \$150.00 and \$15.00 per day for every subsequent bed used by Inyo County, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson and Chief Probation Officer to sign.

30. **Public Works** Request Board approve the agreement between the County of Inyo and Calsoft Corporation Inc., dba Cascade Software Systems, Inc. (CSS) of Montreal, Quebec, Canada for the provision of Road Department cost accounting software in an amount not to exceed \$19,653.08 for the period of July 1, 2021 through June 30, 2022, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
31. **Public Works Road Department** Request the Board: A) approve the 2020-2021 Federal Apportionment Program Federal Exchange and State Match Program, Agreement No. X21-5948 (100), with the California Department of Transportation in the amount of \$63,353 plus a State match of \$100,000 for a total not-to-exceed amount of \$163,353 and B) authorize the Chairperson to sign.
32. **Services** Request Board approve Amendment No. 1 to the contract between the County of Inyo and Siemens Inc. of Fresno, CA, increasing the contract to an amount not to exceed \$94,980 and extending the term end date from June 30, 2021, to June 30, 2022, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
33. **Services** Request Board: A) declare Velocity Systems of Dulles, VA the successful bidder for Special Enforcement Detail Equipment per Bid No. 2021-09 and B) authorize the purchase of all items (see attached) in an amount not to exceed \$23,983.45.

DEPARTMENTAL (To be considered at the Board's convenience)

34. **County Administrator** Request Board adopt the modified Fiscal Year 2020-2021 Board Approved Budget as the Preliminary Budget for Fiscal Year 2021-2022 and approve the Fixed Assets as recommended by staff (4/5ths vote required).
35. **County Administrator** Request Board authorize the County Administrative Officer to determine the lease commencement date for the Consolidated Office Building and to sign such documents and take such actions as may be necessary to effectuate lease commencement.
36. **County Administrator** Request Board approve and authorize the County Administrative Officer to sign a Memorandum of Understanding with the Golden State Finance Authority regarding development of a Broadband Strategic Plan.
37. **Health & Human Services** Request Board amend the Fiscal Year 2020-2021, Foster Care Budget Budget 056400 as follows: increase estimated revenue in Foster Care-Object Code (4420) by \$25,000 and Federal Foster Care-Object Code (4512) by \$25,000 and increase appropriation in Support and Care Object Code (5501) by \$50,000 (4/5ths vote required).
38. **Services** Request Board ratify and approve payments to Mobile Relay Associates of Paramount, CA in a total amount not to exceed \$22,814.23.

39. **County Administrator Risk Management** Request Board approve and authorize the Chairperson to sign Resolution No. 2021-35, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Declaring a Risk Management Department Records Retention Policy."

TIMED ITEMS (Items will not be considered before scheduled time but may be considered any time after the scheduled time.)

40. **County Administrator Personnel** Request Board adopt proposed Ordinance 1266 titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Section 2.88.040 of the Inyo County Code to Provide for Increases in the Salary for Certain Elected County Officials, Excluding Members of the Board of Supervisors."
41. **County Administrator Personnel** Request Board adopt proposed Ordinance 1267 titled, "An Ordinance of the Inyo County Board of Supervisors, State of California Amending Section 2.04.040 (A) of the Inyo County Code to Provide for Increases in the Salary for Members of the Board of Supervisors."

COMMENT (Portion of the Agenda when the Board takes comment from the public and County staff)

42. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

43. **California Highway Patrol** Report submitted pursuant to Health and Safety Code Section 25180. (Proposition 65), documenting information regarding the illegal discharge (or threatened illegal discharge) of hazardous waste, which could cause substantial injury to the public health and safety.



County of Inyo



Health & Human Services - Health/Prevention

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: June 15, 2021

FROM: Marilyn Mann

SUBJECT: Approve hiring of Administrative Secretary II in Health and Human Services' Public Health and Prevention Division

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Administrative Secretary II exists in one or more non-General Fund budgets, as certified by the Health and Human Services Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Administrative Secretary II at Range 60 (\$3,758 - \$4,564).

SUMMARY/JUSTIFICATION:

The Administrative Secretary II in the HHS Public Health and Prevention division recently resigned, leaving a vacancy in that division. The Administrative Secretary is responsible for relieving the HHS Deputy Director of administrative detail, including data tracking and aggregation, correspondence, producing agendas and meeting minutes, ordering clinic supplies, assisting with funding applications, reports, and fiscal tracking, in addition to other administrative tasks. The Department respectfully requests your support in filling this vacancy.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not authorize filling this position, which would place additional burden on the HHS Public Health division to complete multiple administrative requirements in a timely manner.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

Health realignment and State and Federal funding. This position is budgeted 95% in Health (045100) and 5% in CARES (641221) in salary and benefit object codes.

ATTACHMENTS:

APPROVALS:

Anna Scott	Created/Initiated - 6/9/2021
Marilyn Mann	Approved - 6/9/2021
Darcy Ellis	Approved - 6/9/2021
Melissa Best-Baker	Approved - 6/9/2021
Amy Shepherd	Approved - 6/10/2021
Sue Dishion	Approved - 6/10/2021
Marilyn Mann	Final Approval - 6/10/2021



County of Inyo



Public Works

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: June 15, 2021

FROM: Chris Cash

SUBJECT: Recruitment and hiring of a Building Maintenance Worker I/II off of a current hiring list

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Building Maintenance Worker I/II exists in the General Fund and non-General Fund budgets, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but there is an active recruitment list for this position; and C) approve the hiring of one (1) Building Maintenance Worker I at Range 56 (\$3,425 - \$4,155) or Building Maintenance Worker II at Range 60 (\$3,758 - \$4,564) depending on qualifications.

SUMMARY/JUSTIFICATION:

The Public Works Building & Maintenance Department lost an employee due to outside recruitment to another agency as of June 18, 2021. This position is critical for routine and required maintenance to all county facilities as well as repairs to the Laws, Independence and Lone Pine Water Systems infrastructure. The Building & Maintenance Department typically responds to over 1,000 county building work orders annually as well as work orders for repairs to the Water Systems. We would like to request to fill this vacancy off of a current unexpired list that was created during our last recruitment for this classification approved by your board on January 5, 2021.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to fill this vacancy, however this is not recommended as this position is crucial and responds to a high volume of work orders for all county facilities as well as repairs to the Laws, Lone Pine and Independence Water Systems infrastructure.

OTHER AGENCY INVOLVEMENT:

Personnel
Auditor's Office

FINANCING:

This position is funded 95% Building Maintenance budget number 011100 and 5% Water Systems budget number 152198 in salaries and benefits object codes.

ATTACHMENTS:

APPROVALS:

Breanne Nelums	Created/Initiated - 6/7/2021
Darcy Ellis	Approved - 6/7/2021
Breanne Nelums	Approved - 6/7/2021
Amy Shepherd	Approved - 6/7/2021
Sue Dishion	Approved - 6/7/2021
Michael Errante	Final Approval - 6/7/2021



County of Inyo



Sheriff

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: June 15, 2021

FROM: Jeffrey Hollowell

SUBJECT: Request to fill positions in the Sheriff's Department

RECOMMENDED ACTION:

Request Board:

- A. Find that, consistent with the adopted Authorized Review Policy, the availability of funding for these requested positions comes from the General Fund, as certified by the Sheriff, and concurred by the County Administrator and Auditor-Controller;
- B. Find that where internal candidates may meet the qualifications for the positions and the positions could possibly be filled by an internal recruitment for the Corporal and Investigator vacancies, the Deputy Sheriff positions will be filled through an open recruitment; and
- C. Approve the filling of one (1) Investigator position at Range 71SB - 71SD (\$5,617 - \$7,513);
- D. Approve the filling of three (3) Corporal positions at Range 70SA - 70SD (\$5,079 - \$7,133);
- E. Approve the open recruitment and hiring of three (3) Deputy Sheriff positions at Range 67SA - 67SC (\$4,624 - \$6,351) and authorize up to the E step for a qualified lateral applicant.

SUMMARY/JUSTIFICATION:

With the recent resignation of a Sheriff's Investigator and a Sheriff's Corporal at the end of May, 2021, along with pre-existing Corporal vacancies, the Sheriff's Office currently has one (1) Investigator's position vacant and two (2) Corporal position vacancies. The Sheriff's Office has conducted an internal recruitment and has established an internal promotional list of candidates for both the Investigator and Corporals' positions. Filling the Investigator's position will result in an additional Corporal vacancy for a total of three (3) Corporal vacancies. The hiring of the Investigator and Corporals will fall within the Sheriff's current Authorized Strength once all moves are complete.

Additionally, the promotion of three (3) Deputy Sheriff positions into the three (3) Corporal positions will create three (3) vacant Deputy Sheriff positions. We request that your Board authorizes, pursuant to the candidates qualifications and experience, the hiring of three (3) qualified lateral/certificated candidates up to an E step, or an internal and open recruitment for entry level applicants. The Sheriff's Office has a recently established list of applicants and has candidates in the hiring process for these positions. Hiring these three (3) Deputy Sheriff positions will fall within the Sheriff's current Authorized Strength.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could deny the internal promotions and hiring of vacant positions, but this is not recommended as the positions are needed to continue the vital services that the Sheriff's Office provides.

OTHER AGENCY INVOLVEMENT:

Personnel

FINANCING:

These positions are all currently budgeted in the Board Approved Sheriff Safety Budget #022710, and have also been included in the Requested Fiscal Year 2021-2022 Budget.

ATTACHMENTS:

APPROVALS:

Denelle Carrington	Created/Initiated - 6/8/2021
Darcy Ellis	Approved - 6/8/2021
Sue Dishion	Approved - 6/8/2021
Amy Shepherd	Approved - 6/8/2021
Jeffrey Hollowell	Final Approval - 6/8/2021



County of Inyo



County Administrator - Emergency Services

CONSENT - ACTION REQUIRED

MEETING: June 15, 2021

FROM: Kelley Williams

SUBJECT: FEMA-CalOES Hazard Mitigation Grant Program Planning Subapplication

RECOMMENDED ACTION:

Request Board review the proposed Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program Planning Subapplication, administered through the California Governor's Office of Emergency Services (CalOES), to the County of Inyo as an eligible subapplicant, and if deemed acceptable: A) approve the submittal of the Hazard Mitigation Grant Program Planning Subapplication on behalf of the County of Inyo; and B) authorize the County Administrator as the designated Authorized Agent, to sign the grant subapplication, as well as any and all accompanying documents, by approving the "Designation of Subrecipient's Agent Resolution No. 2021-34."

SUMMARY/JUSTIFICATION:

As a result of a major declaration by the President of the United States (FEMA-4558-DR-CA), due to the wildfires that began on August 14, 2020, the State of California became eligible for Hazard Mitigation Grant Program (HMGP) funding. The California Governor's Office of Emergency Services (CalOES) has established priorities to accept HMGP project applications from subapplicants state-wide including, state agencies, Federally Recognized Tribes, local governments, and Private Non-Profits. The HMGP may provide financial assistance to eligible organizations to implement long-term hazard mitigation planning and project measures to reduce risk of life and property from future disasters during the recovery from the major disaster.

To become eligible to formally submit a subapplication to receive the HMGP funding, Inyo County was required to submit a Notice of Interest (NOI) to CalOES. The NOI, which was submitted on May 12, 2021, allows CalOES staff to determine if Inyo's proposed activity/project represents an eligible HMGP activity.

On May 14, 2021, the Inyo County Office of Emergency Services (Inyo OES) received notice from CalOES that the submitted NOI Project Activity : County of Inyo - Community Wildfire Protection Plan Update, had been determined to represent an eligible HMGP activity and Inyo County was formally invited to submit a full subapplication for consideration of HMGP funding.

In April of 2009, the Board of Supervisors approved the current Inyo County Community Wildfire Protection Plan (CWPP). The CWPP was the result of a county-wide planning effort which included extensive field data gathering, compilation of existing documents and GIS data, scientifically based analyses and recommendations designed to reduce the threat of wildfire related damages to values at risk.

With the CWPP now over 12 years old, the HMGP provides an excellent opportunity for Inyo County to receive the financial support needed to hire a consultant that will provide the necessary technical assistance to complete a thorough review and update of the CWPP. In addition, the consultant will coordinate and facilitate stakeholder meetings and discussions to assist in evaluating and identifying Operational Area (OA) fuels modification projects and wildfire mitigation activities.

The Recommended Fuels Modification Project list within the current CWPP was recently used as a tool to evaluate and help identify potential projects for the East Subregion Regional Forest and Fire Capacity Program database for future large scale fuels reduction grant opportunities. During this evaluation process, it became apparent that the CWPP update needed to become a top priority. The updated document is necessary to further support potential grant opportunities that will become available to Inyo County, local, state and federal partnering agencies, local Tribes, local volunteer Fire Departments, as well as all of the locally organized Fire Safe Councils.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to apply for the Hazard Mitigation Grant Program (HMGP). This action however would not be in the best interest of the County. The HMGP will pay for 75% (up to \$112,500) of the cost that will be necessary to hire a contractor/consultant to assist with the update of Inyo County's outdated Community Wildfire Protection Plan (CWPP). It is extremely important that the identified fuels modification and wildfire mitigation projects and activities that are identified within the outdated CWPP, are soon discussed, reviewed and evaluated by all OA stakeholders and partnering agencies. If your Board does not approve moving forward with this opportunity to receive HMGP funding to pay for contract services to support this project, the County will need to find another source of funding to have the CWPP updated.

OTHER AGENCY INVOLVEMENT:

CalOES

FINANCING:

Inyo County is requesting up to the maximum eligible amount of \$150,000. The local cost share will be a match of 25%, which equates to \$37,500, if the maximum amount is received. Otherwise, the local cost share will be 25% of the total project cost as is determined at the end of the grant performance period. Eligible documented grant management and project staff time can be used as a local match. The Performance Period of the grant is 36 months from FEMA approval of the subapplication date. A budget will be created upon FEMA approval of the subapplication.

ATTACHMENTS:

1. Cal OES - Hazard Mitigation Assistance Grant Subapplication
2. Inyo Applicant Agent Resolution

APPROVALS:

Kelley Williams	Created/Initiated - 5/25/2021
Darcy Ellis	Approved - 5/25/2021
Kelley Williams	Approved - 6/3/2021
Marshall Rudolph	Approved - 6/3/2021
Amy Shepherd	Approved - 6/4/2021
Sue Dishion	Approved - 6/4/2021
Clint Quilter	New - 1/1/1900

Cal OES - Hazard Mitigation Assistance

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PA-00000744

Information

Name	PA-00000744	Owner	Robert Aguilar
First Name of Person Completing NOI	Kelley	Last Name of Person Completing NOI	Williams
Subapplicant Name (Entity)	Inyo, County of	Subapplicant Type	County
EIN (For Private Non-Profits)		DUNS	010706687
FIPS	027-00000		

Application Status

Application Status	Approved	Sub-Applicant Eligible	Yes
Status Reason	NOI Approved	Activity Eligible	Yes

Application Information

Subapplication Type	Planning-related	Project Type	Planning-Related Activities
Hazard	Fire	HMA Program	HMGP

Address Information

Street Address	P.O. Drawer N, 224 N. Edwards Street	County	Inyo
City	Independence	Region	Southern
State	CA	Zip Code	93526

Project/Plan Information

Project / Plan Title	County of Inyo - Community Wildfire Protection Plan Update	Brief Summary	This planning project will reduce or prevent catastrophic consequences resulting from wildfire in the WUI by identifying vulnerabilities within the Inyo County Operational Area.
Activity Location	38°48'9"N 118°11'59"W	Previously Submitted HMA Program	
		Project Duration (in Months)	12

Primary Funding

Federal entity have funding authority?	No	If yes, identify the program	
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Subapplication Information

Subapplication for project submitted?	No
Project Number	

Project Work / Infrastructure

Physical project work already started?	No	Work started/completed in detail
Subapplicant for infrastructure?		Entity Responsible For Operation

Planning

Independent mitigation activity?	Yes	Mitigation Dependent On
Planning studies or feasibility reports?	Yes	If yes, planning studies?
Design documents for this project?	No	Percentage complete are the designs?
Project related to asset?		Protection for that asset?

Problem Statement

Describe the problem to be mitigated The Inyo County Community Wildfire Protection Plan (CWPP) was developed in 2009 and was the result of a county-wide planning effort, including extensive field data gathering, compilation of existing documents and GIS data, scientifically based analyses and recommendations designed to reduce the threat of wildfire related damages to property.

Inyo County is geographically the second largest County in the State of California, spanning over 10,277 square miles, yet the population is only 18,500. Although the operational area (OA) of responsibility is extremely large, the emergency response and public safety resources are limited and difficult to manage. All but one of the local fire departments are volunteer.

Land ownership is complicated and creates multi-jurisdictional barriers when identifying "areas of responsibility". A majority of the land is managed by the BLM, USFS, NPS and the City of Los Angeles Department of Water and Power.

Disbursed camping has become a very difficult activity to manage. With the State moving into another year of drought, The dry vegetation that surrounds our local communities has become a pending threat.

Solution Description

What is the mitigation action?	Funding is needed to support the hiring of a contractor to update the Inyo County CWPP. Information in the 2009 CWPP is "stale". New stakeholders need to be brought into the planning process to help "identify new" and "eliminate old" projects identified in the 2009 CWPP. Stakeholder discussions can generate multi-agency collaboration to identify and address large scale "fuels reduction" projects. The updated CWPP plan will also help bolster future fire grant opportunities.
Protection From Future Natural Hazards	An updated CWPP will identify potential hazards that surround the small Inyo County communities. Having these hazards identified is the first step towards creating a plan to address large scale fuels reduction projects, thereby reducing the impacts that a wind driven wildfire would have on WUI communities.
Implementation Plan For Mitigation	The Inyo County Emergency Services Manager will be assigned as the CWPP Update Project - Grant Manager. This will include further processing of the grant application, completion of performance reports, submission of reimbursement requests.
	A contractor will be procured to perform the CWPP Plan update.

Benefit Cost Analysis

Proposed project area documented	If yes, proposed project?
Project location have the hazard?	If yes, project location?

Activity Cost

Total Activity Cost	\$150,000.00	Non-Federal Cost Share	\$37,500.00
Federal Request Share	\$112,500.00	Percentage of Subapplicant Match	25.0%
Percentage of Federal Request Share	75.0%	Source of subapplicant match	General Fund dollars

Local Hazard Mitigation Plan Information

Does your entity have an active LHMP?	Yes	LHMP Approval Date	12/31/2017
LHMP Development Status	Adopted	Activity in Mitigation Plan	Yes
Created By	Kelley Williams, 5/12/2021, 12:39 PM	Last Modified By	Concepcion Chavez, 5/19/2021, 11:56 AM

Contact Roles

CR-00001847

Contact **Kelley Williams**
 Role **Requestor**
 Type **Primary**

CR-00001848

Contact **Kelley Williams**
 Role **Requestor**
 Type **Primary**

RESOLUTION 2021-

**DESIGNATION OF SUBRECIPIENT'S AGENT RESOLUTION
Hazard Mitigation Grant Program and Pre-Disaster Mitigation Program**

BE IT RESOLVED BY THE Board of Supervisors OF THE County of Inyo
(Governing Body) (Name of Applicant)

THAT County Administrative Officer, OR
(Title of Authorized Agent)
Director of Emergency Services, OR
(Title of Authorized Agent)

(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the County of Inyo, a public entity
(Name of Subrecipient)
established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Service.
for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief
and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the County of Inyo, a public entity established under the laws of the State of California,
(Name of Subrecipient)
hereby authorizes its agent(s) to provide to the California Governor's Office of Emergency Service for all matters pertaining to such state
disaster assistance the assurances and agreements required.

Please check the appropriate box below:

- This is a universal resolution and is effective for all open and futures Disasters/Grants up to three (3) years following the date of approval below.
- This is a Disaster/Grant specific resolution and is effective for only Disaster/Grant name/number(s) FEMA-4558-DR-CA

Passed and approved this 15th day of June, 2021

Jeff Griffiths, Chairperson of the Board of Supervisors
(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, Darcy Ellis, duly appointed and Assistant Clerk of
(Name) (Title)
County of Inyo, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the Board of Supervisors of the County of Inyo
(Governing Body) (Name of Applicant)
on the 15th day of June, 2021.

(Signature) (Title)



County of Inyo



County Administrator - Personnel

CONSENT - ACTION REQUIRED

MEETING: June 15, 2021

FROM: Sue Dishion

SUBJECT: Approval of agreement with NEOGOV

RECOMMENDED ACTION:

Request Board approve Agreement with NEOGOV from June 15, 2021 through June 30, 2023 in the amount of \$25,986.26, contingent upon the adoption of future budgets, and authorize the Deputy Director of Personnel to sign.

SUMMARY/JUSTIFICATION:

NEOGOVS HR software automates the entire hiring and performance evaluation process, including position requisition approval, automatic minimum qualification screening, test statistics, and EEO reporting. NEOGOV currently works with a large number of state and local government agencies, such as the State of South Carolina; the State of Tennessee; City of Dallas, TX; City of Houston, TX; Baltimore County, MD; City and County of Denver, CO; City and County of Honolulu, HI; City of Nashville, TN; and more than 25% of California's Counties, including Santa Clara County; San Bernardino County; San Diego County; and Orange County. NEOGOV's solutions are both easy-to-use and fast to implement, and they offer a public sector model that is low risk, but offers a high Return On Investment at the same time.

The Personnel staff attended a hands-on demonstration with NEOGOV and feel that the product offered will enhance the departments ability to offer all human resource related programs.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to deny this agreement, and the Personnel Department will continue to offer current services.

OTHER AGENCY INVOLVEMENT:

All departments will benefit from the services that NEOGOV will be providing to the Personnel Department.

FINANCING:

There is sufficient funding in the Personnel Budget (010800) in Professional Services (5265) to cover this

expense in the current fiscal year and funds will be budgeted in future years.

ATTACHMENTS:

1. County of Inyo - NEOGOV Service Agreement

APPROVALS:

Denelle Carrington	Created/Initiated - 6/8/2021
Darcy Ellis	Approved - 6/8/2021
Sue Dishion	Approved - 6/8/2021
Marshall Rudolph	Approved - 6/8/2021
Amy Shepherd	Final Approval - 6/9/2021



NEOGOV

HUMAN RESOURCES MANAGEMENT SUITE

for the public sector

Exhibit A Order Form



NEOGOV

Governmentjobs.com, Inc. (dba "NEOGOV")
300 Continental Blvd, Suite 565
El Segundo, CA 90245
United States
billing@neogov.com

Customer:

Inyo, County of (CA)
Personnel Office, P.O. Box 249
Inyo, CA 93526
USA

Quote Valid From: 06/08/2021
Quote Valid To: 06/30/2021

Quote Number: Q-01902
Payment Terms: Annual Net 30

Order Summary

Year 1

Service Description	Start Date	End Date	Term Price
Custom Bundle Includes Insight License, Candidate Text Messaging (CTM),			\$6,722.02
Year 1 TOTAL:			\$6,722.02

Year 2

Service Description	Start Date	End Date	Term Price
Custom Bundle Includes Insight License, Candidate Text Messaging (CTM),			\$13,764.24
Year 2 TOTAL:			\$13,764.24

Year 1

Service Description	Start Date	End Date	Term Price
Custom Bundle Setup and Training			\$5,500.00
Year 1 TOTAL:			\$5,500.00

ORDER TOTAL: **\$25,986.26**

A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

- Initial Term: 24 Months
- Year 1 Subscription Fees shall be invoice 150 days from the Effective Date and shall be due net 30 from Customer receipt of NEOGOV invoice.
- Professional Service Fees shall be invoiced on the Effective Date and shall be due net 30 from Customer receipt of NEOGOV invoice.

**"Inyo, County of
(CA)"**

NEGOV

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____



County of Inyo



County Administrator - Personnel

CONSENT - ACTION REQUIRED

MEETING: June 15, 2021

FROM: Sue Dishion

SUBJECT: Approval of contract for recruitment services

RECOMMENDED ACTION:

Request Board approve the agreement between the County of Inyo and The Prothman Company for the provision of executive recruitment services, in an amount not to exceed \$17,500, and authorize the County Administrator to sign.

SUMMARY/JUSTIFICATION:

This contract will allow the Prothman Company to do an executive recruitment for the upcoming County Counsel vacancy. The Prothman Company has provided the County with exceptional recruitment processes in the past when the County had the need to recruit for the County Administrator and the Assistant County Administrator.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not approve the agreement and direct the Personnel Department to start a recruitment.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

The Fiscal Year 2020-2021 Personnel Budget (010800) has the funds budgeted for this agreement in Professional Services (5265)

ATTACHMENTS:

1. County Counsel Recruitment Services Contract

APPROVALS:

Denelle Carrington
Darcy Ellis

Created/Initiated - 6/7/2021
Approved - 6/7/2021

Sue Dishion
Marshall Rudolph
Amy Shepherd

Approved - 6/8/2021
Approved - 6/8/2021
Final Approval - 6/8/2021



June 7, 2021

Mr. Clint Quilter
County Administrator
Inyo County
PO Drawer N
Independence, CA 93526

Dear Mr. Quilter:

We thank Inyo County for its confidence in Prothman to assist in providing services for the recruitment of its new County Counsel. The following represents a scope of work for these services and the associated professional fee and expenses.

Scope of Work

1. Develop a Tailored Recruitment Strategy

Project Review

The first step will be to:

- ◆ Review the scope of work and project schedule

Information Gathering and Research

We will spend as much time as it takes to learn everything we can about your organization. Our goal is to thoroughly understand the values and culture of your organization, as well as the preferred qualifications you desire in your next County Counsel.

We will:

- ◆ Meet with the Board of Supervisors
- ◆ Meet with County Counsel Staff, as directed
- ◆ Meet with other stakeholders, as directed
- ◆ Review all documents related to the position

Position Profile Development

We will develop a profile of your ideal candidate. Profiles include the following:

- ◆ **A description of the ideal candidate's qualifications**
 - Years of related experience, education required and ideal personality traits
- ◆ **Organization-specific information**
 - Description of the organization, position, and key responsibilities
 - Priorities and challenges facing the organization
- ◆ **Community-specific information**
- ◆ **Compensation package details**
- ◆ **Information on how to apply**

2. Identify, Target, and Recruit Viable Candidates

Outreach and Advertising Strategy

We recognize that often the best candidates are not actively looking for a new position--*this is the person we want to reach and recruit*. **We have an aggressive recruitment strategy which involves the following:**

- ◆ **Print and Internet-based Ads** placed nationally and locally in professional publications, journals, and related websites.
- ◆ **Targeted Direct Mail Recruitment Brochures** sent directly to hundreds of city/county legal professionals who are not actively searching for a new position.
- ◆ **Focused Candidate Outreach** via thousands of personal emails from our database, as well as personal networking and outreach.
- ◆ **Posting the Position Profile on the Prothman's Facebook and LinkedIn pages and on the Prothman website**, which receives over five thousand visits per month from potential candidates.

3. Conduct Preliminary Screening

Candidate Screening

Once the application deadline has passed, we will conduct an extensive candidate review designed to gather detailed information on the leading candidates. The screening process has 3 key steps:

- 1) **Application Review:** Using the Position Profile as our guide, we will screen the candidates for qualifications based on the resumes, applications, and supplemental question responses (to determine a candidate's writing skills, analytical abilities and communication style). After the initial screening, we take the yes's and maybe's and complete a second screening where we take a much deeper look into the training, work history and qualifications of each candidate.
- 2) **Internet Publication Background Search:** We conduct an internet publication search on all semifinalist candidates prior to their interviews. If we find anything out of the ordinary, we discuss this during the initial interview and bring this information to you.
- 3) **Personal Interviews:** We will conduct in-depth videoconference or in-person interviews with the top 6 to 15 candidates. During the interviews, we ask the technical questions to gauge their competency, and just as importantly, we design our interviews to measure the candidate's fit within your organization.

Candidate Presentation

We will prepare and send to you a detailed summary report and binders which include each candidate's application materials and the results of the personal interviews and publication search.

We will travel to Inyo County or meet via phone/Zoom and advise you of the candidates meeting the qualifications, our knowledge of them, and their strengths and weaknesses relative to fit within your organization. We will give you our recommendations and then work with you to identify the top 3 to 6 candidates to invite to the final interviews. We will discuss the planning and design of the final interview process during this meeting.

4. Prepare Materials and Process for Final Interviews

Final Interview Process

The design of the final interviews is an integral component towards making sure that all stakeholders have the opportunity to learn as much as possible about each candidate.

- ◆ **Elements of the design process include:**
 - **Deciding on the Structure of the Interviews**
We will tailor the interview process to fit your needs. It may involve using various interview panels, community tours and/or an evening reception.
 - **Deciding on Candidate Travel Expenses**
We will help you identify which expenses your organization wishes to cover.
 - **Identifying Interview Panel Participants & Panel Facilitators**
- ◆ **Background Checks**
Background checks include the following:
 - **References**
We conduct 6-8 reference checks on each candidate. We ask each candidate to provide names of their supervisors, subordinates and peers for the last several years.
 - **Education Verification, Criminal History, Driving Record and Sex Offender Check**
We contract with Sterling for all background checks.
- ◆ **Candidate Travel Coordination**
After you have identified the expenses you wish to cover, we work with the candidates to organize the most cost-effective travel arrangements.
- ◆ **Final Interview Binders**
The Final Interview Binders include the candidates' application materials and are the tool that keeps the final interview process organized. Each panel member will be provided a binder.
- ◆ **Final Interviews with Candidates**
We will travel to Inyo County and facilitate the interviews. The interview process usually begins with a morning briefing where schedule and process will be discussed with all those involved in the interviews. Each candidate will then go through a series of one-hour interview sessions, with an hour break for lunch.
- ◆ **Panelists & Decision Makers Debrief:** After the interviews are complete, we will facilitate a debrief with all panel participants where the panel facilitators will report their panel's view of the strengths and weaknesses of each candidate interviewed. The decision makers will also have an opportunity to ask panelists questions.
- ◆ **Candidate Evaluation Session:** After the debrief, we will facilitate the evaluation process, help the decision makers come to consensus, discuss next steps, and organize any additional candidate referencing or research if needed.
- ◆ **Facilitate Employment Agreement:** Once the top candidate has been selected, we will offer any assistance needed in developing a letter of offer and negotiating terms of the employment agreement.

FEE, EXPENSES & GUARANTEE

Professional Fee

The fee for conducting a County Counsel recruitment with a one-year guarantee is \$17,500. The professional fee covers all Prothman consultant and staff time required to conduct the recruitment. This includes all correspondence and on-site meetings with the client, writing and placing the recruitment ads, development of the candidate profile, creating and sending invitation letters, reviewing resumes, coordinating and conducting semifinalist interviews, coordinating and attending finalist interviews, coordinating candidate travel, professional reference checks on the finalist candidates and all other search related tasks required to successfully complete the recruitment.

Professional fees are billed in three equal installments throughout the recruitment, at the beginning, halfway, and upon completion of the final interviews.

Expenses

Expenses vary depending on the design and geographical scope of the recruitment. We do not mark up expenses and we work diligently to keep expenses at a minimum and keep records of all expenditures. Inyo County will be responsible for reimbursing expenses Prothman Company incurs on your behalf. Expenses include:

- Newspaper, trade journal, websites, and other advertising (approx. \$1,200 - 1,500)
- Direct mail announcements (approx. \$1,800 - 1,900)
- Interview Binders & printing of materials (approx. \$300 - 500)
- Delivery expenses for Interview Binders (approx. \$275 - 450)
- Consultant travel: Airfare, rental car, parking, travel time at \$45 per hour, lodging (approx. \$1,600 - 1,900 per trip)
- Background checks performed by Sterling (approx. \$170 per candidate)

Other Expenses

Candidate travel: We cannot approximate candidate travel expenses because they vary depending on the number of candidates, how far the candidates travel, length of stay, if spouses are included, etc. If you wish, we will coordinate and forward to your organization the candidates' travel receipts for direct reimbursement to the candidates.

Warranty

Repeat the Recruitment: If you follow the major elements of our process and a top candidate is not chosen, we will repeat the recruitment once with no additional professional fee, the only cost to you would be for the expenses.

Guarantee

Prothman will guarantee with a full recruitment that if the selected finalist is terminated or resigns within one year from the employment date, we will conduct one replacement search with no additional professional fee, the only cost to you would be for the expenses.

Cancellation

You have the right to cancel the search at any time. Your only obligation would be the fees and expenses incurred prior to cancellation.

Accepted by:

INYO COUNTY

Clint Quilter
County Administrator

Date

PROTHMAN

Sonja Prothman _____ 06/07/2021
Sonja Prothman
Vice President

Date



County of Inyo



County Administrator - Purchasing

CONSENT - ACTION REQUIRED

MEETING: June 15, 2021

FROM: Denelle Carrington

SUBJECT: Annual Office Depot Blanket Purchase Order

RECOMMENDED ACTION:

Request Board approve a blanket purchase order not to exceed \$130,000 annually from the Purchasing Revolving Budget to be issued to Office Depot through the OMNIA Partners Public Sector for office supplies and consumable computer/printer supplies for Fiscal Year 2021-2022.

SUMMARY/JUSTIFICATION:

OMNIA Partners Public Sector is a purchasing cooperative established to assist public entities increase efficiency and maximize buying power when purchasing goods and services. All contracts are competitively solicited by large public entities, and counties and other governmental agencies may piggyback on these contracts. Substantial savings can be realized by participation in such a program and since the competitive solicitation process has already been completed by a lead agency, the County meets the bid requirement. In addition, Office Depot offers the County a 1% rebate at the end of each year for all purchases made in that fiscal year.

In recent years "Stores" has cut back on the quantity and variety of times stocked in "Stores" as placing an order with Office Depot in the mornings, normally results in the items being received in the afternoon the next day. The turn-around time is sufficient to meet Departments needs.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve continued participation in this program and instruct Purchasing to request bids for office supplies, however, this is not recommended, as the company has stayed in very good standing with the County for the past several years.

OTHER AGENCY INVOLVEMENT:

All County Departments participate as needed, when they order supplies.

FINANCING:

The Purchasing Revolving Budget (200300) will pay for the purchases for "Stores" and the individual departments

will be billed accordingly for their purchases. Departments are expected to budget for general office supplies each fiscal year.

ATTACHMENTS:

APPROVALS:

Denelle Carrington
Darcy Ellis
Denelle Carrington
Marshall Rudolph
Amy Shepherd

Created -



County of Inyo



County Administrator - Purchasing

CONSENT - ACTION REQUIRED

MEETING: June 15, 2021

FROM: Denelle Carrington

SUBJECT: Award Bid No. 2021-07 for Fiscal Year 2021-2022 - Print Bid

RECOMMENDED ACTION:

Request Board award Bid No. 2021-07 Print Bid for Fiscal Year 2021-2022 to the Hanigan Company Inc., and authorize purchase orders to be approved for various County Departments to order items from this Bid.

SUMMARY/JUSTIFICATION:

The items on this bid consist of letterhead, envelopes, forms, business cards, etc. that the departments anticipated during the upcoming fiscal year. Additionally, with the impending move of Bishop offices into the new Consolidated Office Building, many departments needed to update all of their print materials to show the new address.

Bid Packets were mailed and the bid was advertised. Included in the bid packet was the option to extend the contract for an additional three years. Following is recap of the bids: (Please note that the listed amounts do not include sales tax).

VENDOR	BID AMOUNT
Hanigan Company, Inc.	\$17,997.00
ABM Print Shop	\$38,747.53
Alex Printing	No Bid
Mammoth-June Publishing	No Bid

It is Purchasing's recommendation that the Hanigan Company, Inc. be awarded the bid and that Purchasing is allowed to extend the contract annually through Fiscal Year 2023-2024, as long as the company stays in good standing.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to award this bid, or authorize the approval of purchase orders, however, this is not

recommended. The Purchasing Department has obtained the best prices available through this bid process.

OTHER AGENCY INVOLVEMENT:

All County Departments submitted samples of each item to be included in the bid, with a description and quantity they anticipate ordering each year.

FINANCING:

Departments include printing costs in their budgets each fiscal year.

ATTACHMENTS:

APPROVALS:

Denelle Carrington
Darcy Ellis
Denelle Carrington
Marshall Rudolph
Amy Shepherd

Created -



County of Inyo



County Administrator - Purchasing

CONSENT - ACTION REQUIRED

MEETING: June 15, 2021

FROM: Denelle Carrington

SUBJECT: Award of Bid No. 2021-08 - HP Toner Cartridges

RECOMMENDED ACTION:

Request Board: A) award Bid No. 2021-08 HP Toner Cartridges to The Office Pal for Fiscal Year 2021-2022; and B) authorize purchase orders to be issued to The Office Pal for Fiscal Year 2021-2022 from the Purchasing Revolving Budget in an amount not to exceed \$30,000; and C) authorize Purchasing to exercise the option to extend the bid through Fiscal Year 2023-2024.

SUMMARY/JUSTIFICATION:

Bid packets were mailed to multiple agencies and the bid was advertised. Following is a recap of the top qualified bids received.

VENDOR	BID AMOUNT
The Office Pal	\$12,084.42
The Tree House	\$12,941.70
Quill	\$14,139.29
Beyond Technology	\$14,995.40

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to award this bid, or authorize the approval of purchase orders, but this is not recommended as the Purchasing Department has obtained the best prices available through the competitive bid process.

OTHER AGENCY INVOLVEMENT:

All County Departments submitted a list of Toner Cartridges to Purchasing

FINANCING:

All County Departments are expected to include printing needs in their budgets each fiscal year.

ATTACHMENTS:

APPROVALS:

Denelle Carrington
Darcy Ellis
Denelle Carrington
Marshall Rudolph
Amy Shepherd
Sue Dishion

Created -



County of Inyo



County Counsel

CONSENT - ACTION REQUIRED

MEETING: June 15, 2021

FROM: Marshall Rudolph

SUBJECT: Contract Extension

RECOMMENDED ACTION:

Request Board approve Amendment No. 2 between the Office of County Counsel and Gregory L. James, Attorney at Law, for the provision of Environmental Attorney services, extending the term of the contract for the period of July 1, 2019 through June 30, 2022, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

As your Board is aware, Mr. James has represented Inyo County on water/environmental law related matters for decades, as both a County employee and contractor. His expertise on such matters has proved to be invaluable to this and previous County Counsels. Such expertise would be difficult if not impossible to replace. The proposed contract rate of \$175.00/hour for work directly related to litigation services, \$155.00/hour for other matters, and \$50.00/hour for travel time is below market rate for an attorney with his expertise.

Mr. James has demonstrated the ability to handle numerous assignments in the area of water/environmental law simultaneously, accepting the County's priority for each case or matter, managing his time effectively, and willingly adjusting his schedule to meet unforeseeable work load requirements. His excellent oral and written communication skills and amicable personality have allowed him to gain the trust and confidence of the Board of Supervisors, Department Heads, other County employees, and a variety of parties in various lawsuits. Overall, Mr. James has performed as a highly skilled and competent attorney in the area of Environmental law and his services contribute significantly to the County's ability to successfully represent itself and its officers and employees in environmental law related litigation.

The rate in this contract is the same as in the previous contract. The proposed contract rate of \$175.00/hour for work directly related to litigation services, \$155.00/hour for other matters, and \$50.00/hour for travel time. The limit upon the amount payable under the contract is \$25,000.00. Of course, there is no obligation to incur services up to the contract limit. Compensation under the contract is paid by hour of actual service. Mr. James' activities under his existing contract are, and will continue to be, monitored, directed, and supervised by the County Counsel in consultation with the Planning Director to ensure that the legal services provided by Mr. James are necessary, cost effective, and in accordance with the Board of Supervisors direction. The County Counsel staff attorneys have and will continue to assist Mr. James to the extent possible in order to hold down the expenses incurred under Mr. James' Agreement.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

1. Decline to approve the Agreement Amendment No. 2 with Gregory L. James as recommended, and direct that the office of County Counsel provide the County and its departments with legal services relating to environmental matters with existing attorney staff. This option would result in significant delays in completing requests for legal services for all but the most critical matters; and would significantly reduce this office's ability to represent and defend the County and its officers in litigation as well as to direct and manage litigation involving the County that is handled by outside counsel.

2. Decline to approve the Agreement Amendment No. 2 with Gregory L. James as recommended and direct staff to circulate a Request for Qualifications for another attorney or law firm to provide these services

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

Funding is included in County Counsel's Budget 010700 Object Code 5265 in the 2021/22 budget in the amount of \$25,000.00

ATTACHMENTS:

1. County Counsel - Greg James Environmental Attorney Contract
2. Contract Amendment No. 2

APPROVALS:

Cori Denault	Created/Initiated - 6/1/2021
Darcy Ellis	Approved - 6/3/2021
Cori Denault	Approved - 6/3/2021
Marshall Rudolph	Approved - 6/3/2021
Amy Shepherd	Final Approval - 6/3/2021



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

14

Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: COUNTY COUNSEL

FOR THE BOARD MEETING OF: May 21, 2019

SUBJECT: APPROVAL OF CONTRACT WITH GREGORY L. JAMES, ENVIRONMENTAL ATTORNEY

DEPARTMENTAL RECOMMENDATION: Request Board approve Contract between the Office of County Counsel and Gregory L. James, Attorney at Law, for the provision of Environmental Attorney services for the period from July 1, 2019 through June 30, 2020, at the rate of One Hundred Seventy-Five Dollars (\$175.00) an hour for work directly related to litigation services, One Hundred Fifty Five Dollars(\$155.00) an hour for other matters, and travel time which will be paid at Fifty Dollars (\$50.00) an hour, with a contract limit of Twenty-Five Thousand Dollars (\$25,000.00); contingent upon the Board of Supervisors approving the 2019/20 Budget; and authorize the Chairperson to sign on behalf of the County.

CAO RECOMMENDATION: n/a

SUMMARY DISCUSSION: As your Board is aware, Mr. James has represented Inyo County on water/environmental law related matters for decades, as both a County employee and contractor. His expertise on such matters has proved to be invaluable to this and previous County Counsels. Such expertise would be difficult if not impossible to replace. The proposed contract rate of \$175.00/hour for work directly related to litigation services, \$155.00/hour for other matters, and \$50.00/hour for travel time is below market rate for an attorney with his expertise.

Mr. James has demonstrated the ability to handle numerous assignments in the area of water/environmental law simultaneously, accepting the County's priority for each case or matter, managing his time effectively, and willingly adjusting his schedule to meet unforeseeable work load requirements. His excellent oral and written communication skills and amicable personality have allowed him to gain the trust and confidence of the Board of Supervisors, Department Heads, other County employees, and a variety of parties in various lawsuits. Overall, Mr. James has performed as a highly skilled and competent attorney in the area of Environmental law and his services contribute significantly to the County's ability to successfully represent itself and its officers and employees in environmental law related litigation.

The rate in this contract is the same as in the previous contract. The proposed contract rate of \$175.00/hour for work directly related to litigation services, \$155.00/hour for other matters, and \$50.00/hour for travel time. The limit upon the amount payable under the contract is \$25,000.00. Of course, there is no obligation to incur services up to the contract limit. Compensation under the contract is paid by hour of actual service. Mr. James' activities under his existing contract are, and will continue to be, monitored, directed, and supervised by the County Counsel in consultation with the Planning Director to ensure that the legal services provided by Mr. James are necessary, cost effective, and in accordance with the Board of Supervisors direction. The County Counsel staff attorneys have and will continue to assist Mr. James to the extent possible in order to hold down the expenses incurred under Mr. James' Agreement.

ALTERNATIVES:

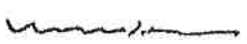

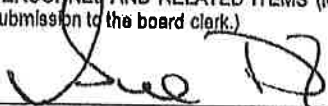
1. Decline to approve the Agreement with Gregory L. James as recommended, and direct that the office of County Counsel provide the County and its departments with legal services relating to environmental matters with existing attorney staff. This option would result in significant delays in completing requests for legal services for all but the most critical matters; and would significantly reduce this office's ability to represent

and defend the County and its officers in litigation as well as to direct and manage litigation involving the County that is handled by outside counsel.

2. Decline to approve the Agreement with Gregory L. James as recommended and direct staff to circulate a Request for Qualifications for another attorney or law firm to provide these services.

OTHER AGENCY INVOLVEMENT: none

FINANCING: Funding is included in County Counsel's Budget 010700 Object Code 5265 in the 2019/20 budget in the amount of \$25,000.00

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>3/28/19</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>4/2/2019</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>J</u> Date <u>4/1/19</u>

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 3/28/19

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING MATTERS AT THE DIRECTION OF THE COUNTY COUNSEL**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the legal services of Gregory L. James of Bishop, California, hereinafter referred to as ("Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by the County Counsel.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, county, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from July 1, 2019 to June 30, 2020 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A.

B. Travel and per diem. County shall reimburse Contractor for the travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to the Office of County Counsel. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Contractor without the prior approval of the County.

C. Incidental Expenses. Except as provided on the Schedule of Fees (Attachment B), Contractor shall not be entitled to, nor shall receive from the County, payment or reimbursement for Incidental Expenses.

D. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

E. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including incidental expenses, if any, shall not exceed \$25,000.00 Dollars, (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including incidental expenses which is in excess of the contract limit.

F. Billing and Payment.

Contractor shall submit to the County, once a month, an itemized statement of all hours spent by Contractor in performing services and work described in Attachment A. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. All such statements shall show, in one-tenth (1/10) of an hour increments, the actual time spent in performing the described work. Contractor's statement to the County will also include an itemization of any incidental expenses for reimbursement incurred by Contractor during that period. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor by the 20th of the month.

G. Federal and State Taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
- (4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the effective date of this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and

permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Except as provided in the Scope of Work (Attachment A), Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items.

Responsibility for the costs and expenses incurred by Contractor in providing and maintaining items not specifically set forth in the Schedule of Fees (Attachment B), is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

If required by law, Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided if coverage is required by law.

9. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage,

2. Including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
3. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or If Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000.00** per accident for bodily injury and property damage.
4. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$ N/A** per accident for bodily injury or disease.
(Not required if Contractor provides written verification it has no employees)
5. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$ N/A** per occurrence or claim.

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

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status.
The County, its officers, officials, employees, and volunteers are to be covered as insured's on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).
2. Primary Coverage.
For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Notice of Cancellation.
Each Insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County.
4. Waiver of Subrogation.
Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

E. Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

F. Verification of Coverage. Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

H. Special Risks or Circumstances. County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

10. STATUS OF CONTRACTOR. All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12800, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-362) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

14. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor ninety (90) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving ninety (90) days written notice of such intent to cancel to County.

15. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor and its employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon fifteen (15) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-three (23) below.

18. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.60, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

19. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Specifically, Contractor shall not accept other employment or be engaged in legal representation of any other client on a matter which will interfere or cause a conflict of interest with providing advice and representation to the County of Inyo, its agents, officers, and employees under this Agreement. Additionally, Contractor, during the term of this Agreement, agrees not to advise or represent any person, corporation, or entity with a claim or cause of action against the County of Inyo, its officers, agents or employees.

20. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has

been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding to the Inyo County Water Department or other sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within thirty (30) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

23. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

24. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

COUNTY OF INYO:

<u>Office of County Counsel</u>	Department
<u>P.O. Box M</u>	Address
<u>Independence, CA 93526</u>	City and State

CONTRACTOR:

<u>Gregory L. James</u>	Name
<u>1839 Shoshone Drive</u>	Address
<u>Bishop, CA 93514</u>	City and State


25. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

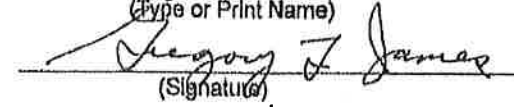
**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING VARIOUS MATTERS AT THE DIRECTION OF THE COUNTY COUNSEL**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS 28th DAY OF May, 2019.

COUNTY OF INYO

By: 
Dated: 05-28-19


CONTRACTOR

By: Gregory L. James
(Type or Print Name)

(Signature)
Dated: 4/1/2019

APPROVED AS TO FORM AND
LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

s:Contracts\MiscContracts\G.JamesWaterEnvironmentalAttyCo.Co.123.G.James 03202019

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING LAND USE VARIOUS MATTERS AT THE DIRECTION OF THE COUNTY COUNSEL**

TERM:

FROM: July 1, 2019 TO: June 30, 2020

SCOPE OF WORK:

1. Upon request, Contractor shall represent and advise County, its agents, officers and employees regarding on such matters as sought by the County Counsel's office including without limitation Adventure Trails, Crystal Geysers, Munroe Valley, and other matters as deemed necessary to meet the County's legal needs as determined by the County Counsel. In this regard Contractor will bill each cause on which he provides services to the County Counsel separately each month.
2. Contractor shall receive direction from the Inyo County Board of Supervisors and/or the County Counsel.
3. Contractor shall provide all secretarial and clerical support reasonably and customarily necessary to perform the services described in this Agreement.
4. Contractor shall maintain and retain files and materials on cases and other matters upon which he/she is working. Once completed, Contractor may deliver the files and materials to the Office of County Counsel for storage.
5. Contractor shall file and serve required pleadings, notices, discovery documents and other motions and materials on behalf of the County, its officers or employees. The Office of County Counsel will cooperate with Contractor with regard to filing and service in Inyo County.
6. Contractor may send to the Office of County Counsel, one copy of those pleadings, notices, discovery, motions, documents, and materials to be appropriately delivered to County officers and employees. The Office of County Counsel will then make necessary copies and deliver the pleadings, notices, discovery, documents and materials to the County officers and employees.
7. Contractor shall take the actions necessary to have all pleadings, notices, discovery, motions, documents, and materials, which are to be served upon the County or its officers and employees after their first general appearance, served upon both Contractor at his/her offices and the County Counsel at his Independence office. Contractor shall also provide to the County Counsel at his Independence office, one copy of all pleadings, notices, discovery, motions, notices, and other documents served and or filed by Contractor on behalf of the County, its officers or employees.
8. Contractor, shall not bill for attorney's time in performing work or services which would ordinarily and customarily be performed by a legal secretary or clerical support.
9. Further, as may be agreed upon by County and Contractor, Contractor shall represent and advise the County, and such of its agents, officers, and employees that the County may designate, in pending and potential non-water related litigation or disputes before State and Federal courts, county, state and federal administrative agencies, arbitrations and/or mediation proceedings.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING VARIOUS MATTERS AT THE DIRECTION OF THE COUNTY COUNSEL**

TERM:

FROM: July 1, 2019 TO: June 30, 2020

SCHEDULE OF FEES:

1. COMPENSATION:

County shall pay to Contractor for the work and services described in Attachment A which are performed by Contractor at County's request, at the rates set forth below:

- a. Except as provided in subparagraph b. below, County will pay Contractor One Hundred Seventy Five (\$175.00) per hour or increments thereof, for all work and services directly related to litigation provided by Contractor to County under this Agreement; and County will pay Contractor One Hundred Fifty Five Dollars (\$155.00) per hour or increments thereof, for all other work and services provided by Contractor to County under this Agreement.
- b. Contractor will be paid for travel time at the rate of Fifty Dollars (\$50.00) per hour or increments thereof, for all time Contractor spends traveling in the performance of this Agreement.

2. INCIDENTAL EXPENSES:

County shall reimburse Contractor at the costs set forth below for those incidental expenses which are necessarily incurred by Contractor in providing the services and work under this Agreement. Reimbursement for these incidental expenses will not exceed the costs set forth below:

<u>Types of Expenses</u>	<u>Cost:</u>
Fax	Actual Costs
Postage	Actual Costs
Federal Express/UPS	Actual Costs
Express Mail	Actual Costs
Long Distance Calls	Actual Costs
Photocopying (not attorney service)	Actual Costs
Service of Documents/Pleadings (attorney service)	Actual Costs
Document Production (attorney service)	Actual Costs
Filing fees	Actual Costs
Jury fees	Actual Costs
Court Reporter/Transcripts	Actual Costs
Experts	Actual Costs
Witness fees	Rate approved by County Counsel Actual Costs

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING VARIOUS MATTERS AT THE DIRECTION OF THE COUNTY COUNSEL**

TERM:

FROM: July 1, 2019 TO: June 30, 2020

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT

- A. Contractor will be compensated for his travel time as set forth in the Schedule of Fees (Attachment B) above.
- B. Where Contractor is providing work and services for County under this Agreement, Contractor will be reimbursed for his travel expenses and per diem at the same rate that County reimburses its permanent merit system employees for such expenses.

AMENDMENT NUMBER 2
AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING MATTERS AT THE DIRECTION OF THE COUNTY COUNSEL

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Gregory L. James of Bishop, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated July 1, 2019 on County of Inyo Standard Contract No.123, for the term from July 1, 2019 through June 30, 2021 (extend with Amendment No. 1)

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

County and Contractor hereby amend such Agreement as follows:

1. Paragraph 2. TERM. is amended to read as follows:

The term of this Agreement shall be from July 1, 2019 to June 30, 2022, unless sooner terminated as provided below.

/// NOTHING FOLLOWS ///

The effective date of this Amendment to the Agreement is July 1, 2021.

All the other terms and conditions of the Agreement are unchanged and remain the same.

AMENDMENT NUMBER 2

AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING MATTERS AT THE DIRECTION OF THE COUNTY COUNSEL

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, _____

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Gregory L. James
Signature

Gregory L. James
Type or Print

Dated: May 26, 2021

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager



County of Inyo



County Counsel

CONSENT - ACTION REQUIRED

MEETING: June 15, 2021

FROM: Marshall Rudolph

SUBJECT: Contract Amendment

RECOMMENDED ACTION:

Request approve Amendment No. 2 to the contract between the County of Inyo and Gregory L. James, Attorney at Law, decreasing the contract amount to an amount not to exceed \$60,000.00 and extending the term end date from June 30, 2021 to June 30, 2022, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

As your Board is aware, Mr. James has represented Inyo County on water related matters for decades, as both a County employee and contractor. His expertise in water law in general, and more importantly in Inyo County water issues, has proved to be invaluable to this and the previous County Counsel. Such expertise would be difficult if not impossible to replace. The proposed contract rate of, \$175.00 for work directly related to litigation services, \$155.00/hour for other matters and \$50.00/hour for travel time is below market rate for an attorney with his expertise.

Mr. James has demonstrated the ability to handle numerous assignments in the area of water/environmental law simultaneously, accepting the County's priority for each case or matter, managing his time effectively, and willingly adjusting his schedule to meet unforeseeable work load requirements. His excellent oral and written communication skills and amicable personality have allowed him to gain the trust and confidence of the Board of Supervisors, Department Heads, other County employees, and a variety of parties in various lawsuits. Overall, Mr. James has performed as a highly skilled and competent attorney in the areas of Water/Environmental law, which may be intermixed in his services under this contract, and his services contribute significantly to the County's ability to successfully represent itself and its officers and employees in water related litigation, including those involving the City of Los Angeles Department of Water and Power.

The rate in this contract is the same as in the previous contract. The proposed contract rate is \$175.00/hour for work directly related to litigation services, \$155.00/hour for other matters and \$50.00/hour for travel time. The proposed contract is for one year. The limit upon the amount payable under the contract is amended \$60,000.00. Of course, there is no obligation to incur services up to the contract limit. Compensation under the contract is paid by hour of actual service. Mr. James' activities under his existing contract are, and will continue to be, monitored, directed, and supervised by the County Counsel in consultation with the Water Director to ensure that the legal services provided by Mr. James are necessary, cost effective, and in accordance with the Board of

Supervisors direction. The County Counsel staff attorneys have and will continue to assist Mr. James to the extent possible in order to hold down the expenses incurred under Mr. James' Agreement.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

1. Decline to approve Amendment No. 2 to the Agreement with Gregory L. James as recommended, and direct that the office of County Counsel provide the County and its departments with legal services relating to Water matters with existing attorney staff. This option would result in significant delays in completing requests for legal services for all but the most critical matters; and would significantly reduce this office's ability to represent and defend the County and its officers in litigation as well as to direct and manage litigation involving the County that is handled by outside counsel.

2. Decline to approve Amendment No. 2 to the Agreement with Gregory L. James as recommended, and direct staff to circulate a Request for Qualifications for another attorney or law firm to provide these services.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

Funding will be included in Water Department's Budget 024102 Object Code 5265 in the 2021/22 budget in the amount of \$60,000.00.

ATTACHMENTS:

1. Water Department - Greg James Water/Environmental Attorney Services
2. Contract Amendment No. 2

APPROVALS:

Cori Denault	Created/Initiated - 6/1/2021
Darcy Ellis	Approved - 6/3/2021
Cori Denault	Approved - 6/3/2021
Marshall Rudolph	Approved - 6/4/2021
Amy Shepherd	Final Approval - 6/4/2021

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING WATER DEPARTMENT**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the legal services of Gregory L. James of Bishop, California, hereinafter referred to as ("Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by the Office of County Counsel.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, county, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from July 1, 2019 to June 30, 2020 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A.

B. Travel and per diem. County shall reimburse Contractor for the travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to the Office of County Counsel. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Contractor without the prior approval of the County.

C. Incidental Expenses. Except as provided on the Schedule of Fees (Attachment B), Contractor shall not be entitled to, nor shall receive from the County, payment or reimbursement for Incidental Expenses.

D. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not

be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

E. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including incidental expenses, if any, shall not exceed \$100,000.00 Dollars, (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including incidental expenses which is in excess of the contract limit.

F. Billing and Payment.

Contractor shall submit to the County, once a month, an itemized statement of all hours spent by Contractor in performing services and work described in Attachment A. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. All such statements shall show, in one-tenth (1/10) of an hour increments, the actual time spent in performing the described work. Contractor's statement to the County will also include an itemization of any incidental expenses for reimbursement incurred by Contractor during that period. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor by the 20th of the month.

G. Federal and State Taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
- (4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the effective date of this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Except as provided in the Scope of Work (Attachment A), Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items.

Responsibility for the costs and expenses incurred by Contractor in providing and maintaining items not specifically set forth in the Schedule of Fees (Attachment B), is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

If required by law, Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided if coverage is required by law.

9. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000.00** per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$ N/A** per accident for bodily injury or disease.
(Not required if Contractor provides written verification it has no employees)
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$ N/A** per occurrence or claim.

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

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status.

The County, its officers, officials, employees, and volunteers are to be covered as insured's on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

2. Primary Coverage.

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

County of Inyo Standard Contract – Water
(Independent Contractor – Schedule of Fees
Including Incidental Expenses/Schedule of Per Diem)

3. Notice of Cancellation.

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County.

4. Waiver of Subrogation.

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

E. Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

F. Verification of Coverage. Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

H. Special Risks or Circumstances. County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which

County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

14. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor ninety (90) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving ninety (90) days written notice of such intent to cancel to County.

15. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor and its employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon fifteen (15) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-three (23) below.

18. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written

consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

19. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Specifically, Contractor shall not accept other employment or be engaged in legal representation of any other client on a matter which will interfere or cause a conflict of interest with providing advice and representation to the County of Inyo, its agents, officers, and employees under this Agreement. Additionally, Contractor, during the term of this Agreement, agrees not to advise or represent any person, corporation, or entity with a claim or cause of action against the County of Inyo, its officers, agents or employees.

20. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding to the Inyo County Water Department or other sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within thirty (30) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

23. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

24. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

COUNTY OF INYO:

<u>Office of County Counsel</u>	Department
<u>P.O. Box M</u>	Address
<u>Independence, CA 93526</u>	City and State

CONTRACTOR:

<u>Gregory L. James</u>	Name
<u>1839 Shoshone Drive</u>	Address
<u>Bishop, CA 93514</u>	City and State

25. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING WATER DEPARTMENT**

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS 28th DAY OF May, 2019.

COUNTY OF INYO

By: [Signature]
Dated: 05-28-19

CONTRACTOR

By: Gregory L. James
(Type or Print Name)
[Signature]
(Signature)
Dated: 4/1/2019

APPROVED AS TO FORM AND
LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]
County Risk Manager

s:\Contracts\MiscContracts\Greg James\Water/EnvironmentalAttorney\WtrDept.123.GJames 03202019

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING WATER DEPARTMENT**

TERM:

FROM: July 1, 2019 TO: June 30, 2020

SCOPE OF WORK:

1. Contractor shall advise and represent Inyo County, its agents, officers and employees regarding all aspects of water and environmental law involving the operation and activities of the Inyo County Water Department. Specifically these responsibilities include:
 - Advise concerning legal issues involved in the joint management of Owens Valley water resources with the City of Los Angeles Department of Water and Power (LADWP) under the Long Term Water Agreement (LTWA), entered as Stipulated Judgment in the Inyo County Superior Court;
 - Advise regarding legal issues related to the implementation, oversight and enforcement of all activities and projects, including enhancement/mitigation projects, provided for in or arising from, the LTWA, the Final Environmental Impact Report (FEIR) for the LTWA, the Memorandum of Understanding (MOU) between the County, LADWP, the State Lands Commission, California Department of Fish and Game, the Sierra Club and the Owens Valley Committee, which resolves their concerns over the adequacy of the FEIR;
 - Advise and provide guidance concerning anticipated litigation and/or Dispute Resolution arising from the LTWA, FEIR, and MOU;
 - Advise the County Water Department concerning legal issues involved in monitoring the water and vegetation environment of the Owens Valley;
 - Advise and assist in coordinating, developing, and preparing the County's position, and the evidence supporting it, for disputes under the (LTWA), and for other water related litigation;
 - Advise the Board of Supervisors, Director of the Water Department, County Counsel and other County officers and employees concerning potential impacts of court decisions, activities, projects, legislation, and administrative actions on the County's water resources; and become involved as may be directed by the Board of Supervisors and/or the County Counsel, in such decisions, activities, projects, legislation and actions;
 - Under the supervision and direction of the County Counsel, represent the County, its agents, officers and employees in water related litigation; and
 - Make presentation on water and environmental related legal topics to the Board of Supervisors, County Water Commission, other County Officers and employees, federal and state agencies, citizens and residents of the County, environmental and other non-profit groups.
2. Contractor shall receive direction from the Inyo County Board of Supervisors and/or the County Counsel.
3. Contractor shall provide all secretarial and clerical support reasonably and customarily necessary to perform the services described in this Agreement.

ATTACHMENT A - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING WATER DEPARTMENT**

TERM:

FROM: July 1, 2019 TO: June 30, 2020

SCOPE OF WORK:

4. Contractor shall maintain and retain files and materials on cases and other matters upon which he/she is working. Electronic copies of documents received and created by Contractor shall be delivered to County Counsel's Office to be stored.
5. Contractor shall file and serve required pleadings, notices, discovery documents and other motions and materials on behalf of the County, its officers or employees. The Office of County Counsel will cooperate with Contractor with regard to filing and service in Inyo County.
6. Contractor may send to the Office of County Counsel, one copy of those pleadings, notices, discovery, motions, documents, and materials to be appropriately delivered to County officers and employees. The Office of County Counsel will then make necessary copies and deliver the pleadings, notices, discovery, documents and materials to the County officers and employees.
7. Contractor shall take the actions necessary to have all pleadings, notices, discovery, motions, documents, and materials, which are to be served upon the County or its officers and employees after their first general appearance, served upon both Contractor at his/her offices and the County Counsel the Independence office. Contractor shall also provide to the County Counsel at the Independence office, one copy of all pleadings, notices, discovery, motions, notices, and other documents served and or filed by Contractor on behalf of the County, its officers or employees in electronic format.
8. Contractor, shall not bill for attorney's time in performing work or services which would ordinarily and customarily be performed by a legal secretary or clerical support.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING WATER DEPARTMENT**

TERM:

FROM: July 1, 2019 TO: June 30, 2020

SCHEDULE OF FEES:

1. COMPENSATION:

County shall pay to Contractor for the work and services described in Attachment A which are performed by Contractor at County's request, at the rates set forth below:

- a. Except as provided in subparagraph b. below, County will pay Contractor One Hundred Seventy Five (\$175.00) per hour or increments thereof, for all work and services directly related to litigation provided by Contractor to County under this Agreement; and County will pay Contractor One Hundred Fifty Five Dollars (\$155.00) per hour or increments thereof, for all other work and services provided by Contractor to County under this Agreement.
- b. Contractor will be paid for travel time at the rate of Fifty Dollars (\$50.00) per hour or increments thereof, for all time Contractor spends traveling in the performance of this Agreement.

2. INCIDENTAL EXPENSES WILL BE REIMBURSED/CREDITED AS BILLED:

County shall reimburse Contractor at the costs set forth below for those incidental expenses which are necessarily incurred by Contractor in providing the services and work under this Agreement. Reimbursement for these incidental expenses will not exceed the costs set forth below:

<u>Types of Expenses</u>	<u>Cost:</u>
Fax	Actual Costs
Postage	Actual Costs
Federal Express/UPS	Actual Costs
Express Mail	Actual Costs
Long Distance Calls	Actual Costs
Photocopying (not attorney service)	Actual Costs
Service of Documents/Pleadings (attorney service)	Actual Costs
Document Production (attorney service)	Actual Costs
Filing fees	Actual Costs
Jury fees	Actual Costs
Court Reporter/Transcripts	Actual Costs
Experts	Rate approved by County Counsel
Witness fees	Actual Costs

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING WATER DEPARTMENT**

TERM:

FROM: July 1, 2019 TO: June 30, 2020

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT

- A. Contractor will be compensated for his travel time as set forth in the Schedule of Fees (Attachment B) above.
- B. Where Contractor is providing work and services for County under this Agreement, Contractor will be reimbursed for his travel expenses and per diem at the same rate that County reimburses its permanent merit system employees for such expenses.

AMENDMENT NUMBER 2

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING WATER DEPARTMENT**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Gregory L. James of Bishop, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated June 5, 2018, on County of Inyo Standard Contract No.123, for the term from July 1, 2019 through June 30, 2020.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

County and Contractor hereby amend such Agreement as follows:

1. Paragraph 2. TERM. is amended to read as follows:

The term of this Agreement shall be from July 1, 2019 to June 30, 2022, unless sooner terminated as provided below.

2. Paragraph 3. CONSIDERATION is amended to read as follows:

The "contract limit" specified in Paragraph 3(E) of the Agreement (entitled "Limit upon amount payable under Agreement") is decreased from \$160,000 to \$60,000.00.

/// NOTHING FOLLOWS ///

The effective date of this Amendment to the Agreement is July 1, 2020.

All the other terms and conditions of the Agreement are unchanged and remain the same.

AMENDMENT NUMBER 2

AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING WATER DEPARTMENT

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, _____.

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Gregory L. James
Signature

Gregory L. James
Type or Print

Dated: May 25, 2021

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 5th day of June 2018 an order was duly made and entered as follows:

*County
Counsel/Planning
– Gregory James
Yucca Mtn.
Contract*

Moved by Supervisor Kingsley and seconded by Supervisor Griffiths to approve the contract between the County of Inyo and Gregory L. James, Attorney at Law, for the provision of legal services to the County related to the Yucca Mountain Repository Licensing Proceedings before the Nuclear Regulatory Commission, and related Court actions, for the period of July 1, 2018 through June 30, 2019, at the rate of \$185 per hour, as further set forth in Attachment B, with travel time paid at \$50 an hour and a contract limit of \$25,000, contingent upon the Board's adoption of the Fiscal Year 2018-2019 Budget; and authorize the Chairperson to sign. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 5th
Day of June, 2018



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisors

By: _____

<i>Routing</i>
CC X Purchasing Personnel Auditor CAO Other: Planning DATE: June 8, 2018



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

18

Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: COUNTY COUNSEL and PLANNING DEPARTMENT DEPARTMENT

FOR THE BOARD MEETING OF: JUNE 5, 2018

SUBJECT: APPROVAL OF CONTRACT WITH GREGORY L. JAMES, WATER/ENVIRONMENTAL ATTORNEY – YUCCA MT. PROJECT

DEPARTMENTAL RECOMMENDATION: Request Board approve the Contract between the County of Inyo and Gregory L. James, Attorney at Law, for the provision of legal services to the County related to the Yucca Mountain Repository Licensing Proceedings before the Nuclear Regulatory Commission, and related Court actions, for the period from July 1, 2018 through June 30, 2019, at the rate of One Hundred Eighty Five Dollars (\$185.00) per hour, as further set forth in Attachment B, with travel time paid at Fifty Dollars (\$50.00) an hour, and a Contract Limit of Twenty Five Thousand Dollars (\$25,000.00); contingent upon the Board of Supervisors approving the 2018/19 Budget; and authorize the Chairperson to sign on behalf of the County.

CAO RECOMMENDATION: n/a

SUMMARY DISCUSSION: As your Board is aware, Mr. James has extensive experience providing Inyo County with water and environmental related legal advice. Mr. James has represented the County on Yucca Mountain related matters since October of 2008. He was instrumental in inserting Inyo County into the licensing process in a professional manner with a good likelihood of success. As it was last year, it is fair to say that the licensing proceeding is in a state in flux if not moribund. However, there is an occasional need for Mr. James advice regarding the program.

Additionally, it will be important to stay abreast of the current litigation regarding withdrawal of the license and rejuvenated license proceedings, and of the regulations and guidance that would be issued by DOE regarding return or use of the funding that has been provided and equipment and evidence obtained as a result of federal funding. The continuity Mr. James provides will be valuable whether the licensing proceedings continue or the program comes to a halt.

The rate in this contract is the same as in the previous contract. The proposed contract rate is \$185.00/hour for attorney time with an additional \$40.00/hour if Mr. James spends more than 100 hours a month on Yucca Mountain matters and \$50.00/hour for travel time. The proposed contract is for one year. The limit upon the amount payable under the contract is \$25,000.00.

Mr. James' activities under this Agreement will continue to be monitored, directed, and supervised by the County Counsel in consultation with the Planning Director and other involved Department Heads, to ensure that the legal services undertaken to be provided by Mr. James are necessary, cost effective, and in accordance with the Board of Supervisors direction. The County Counsel staff attorneys have and will continue to assist Mr. James to the extent possible in order to hold down the expenses incurred under Mr. James' Agreement.

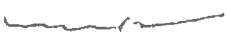
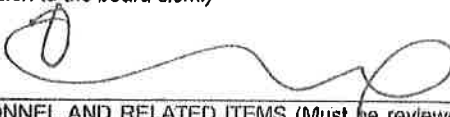
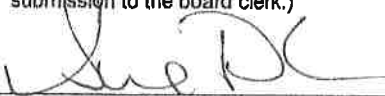
ALTERNATIVES:


1. Decline to approve the Agreement with Gregory L. James as recommended, and direct that the office of County Counsel provide the County and its departments with legal services relating to Yucca Mountain proceedings with existing attorney staff.

2. Decline to approve the Agreement with Gregory L. James as recommended, and direct staff to circulate a Request for Qualifications for another attorney or law firm to provide these services.

OTHER AGENCY INVOLVEMENT: none

FINANCING: Funding will be included in the Planning Yucca Mountain Department Budget 620605 Object Code 5265 in the 2018/19 budget.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>5/18/18</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>5/15/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>J</u> Date <u>5/9/18</u>

DEPARTMENT HEAD SIGNATURE: 
(Not to be signed until all approvals are received) Date: 5/18/18

DEPARTMENT HEAD SIGNATURE: 
(Not to be signed until all approvals are received) Date: 5/22/18

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
YUCCA MOUNTAIN NUCLEAR REPOSITORY**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the legal services of Gregory L. James of Bishop, California, hereinafter referred to as ("Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by the County Counsel.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, county, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from July 1, 2018 to June 30, 2019 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A.

B. Travel and per diem. County shall reimburse Contractor for the travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to the Office of County Counsel. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Contractor without the prior approval of the County.

C. Incidental Expenses. Except as provided on the Schedule of Fees (Attachment B), Contractor shall not be entitled to, nor shall receive from the County, payment or reimbursement for Incidental Expenses.

D. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not

be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

E. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including incidental expenses, if any, shall not exceed **\$25,000.00** Dollars, (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including incidental expenses which is in excess of the contract limit.

F. Billing and Payment.

Contractor shall submit to the County, once a month, an itemized statement of all hours spent by Contractor in performing services and work described in Attachment A. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. All such statements shall show, in one-tenth (1/10) of an hour increments, the actual time spent in performing the described work. Contractor's statement to the County will also include an itemization of any incidental expenses for reimbursement incurred by Contractor during that period. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor by the 20th of the month.

G. Federal and State Taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
- (4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of

these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the effective date of this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Except as provided in the Scope of Work (Attachment A), Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining items not specifically set forth in the Schedule of Fees (Attachment B), is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

If required by law, Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided if coverage is required by law.

9. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000.00** per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$ n/a** per accident for bodily injury or disease.
(Not required if Contractor provides written verification it has no employees)
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$ N/A** per occurrence or claim.

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

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status.

The County, its officers, officials, employees, and volunteers are to be covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

2. Primary Coverage.

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

3. Notice of Cancellation.

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County.

4. Waiver of Subrogation.

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

E. Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

F. Verification of Coverage. Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

H. Special Risks or Circumstances. County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

14. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor ninety (90) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving ninety (90) days written notice of such intent to cancel to County.

15. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor and its employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon fifteen (15) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-three (23) below.

18. CONFIDENTIALITY.

Contractor agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County.

19. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Specifically, Contractor shall not accept other employment or be engaged in legal representation of any other client on a matter which will interfere or cause a conflict of interest with providing advice and representation to the County of Inyo, its agents, officers, and employees under this Agreement. Additionally, Contractor, during the term of this Agreement, agrees not to advise or represent any person, corporation, or entity with a claim or cause of action against the County of Inyo, its officers, agents or employees.

20. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding to the Inyo County Yucca Mountain Repository Assessment Office or other sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within thirty (30) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

23. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

24. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

COUNTY OF INYO:	
<u>Office of County Counsel</u>	Department
<u>P.O. Box M</u>	Address
<u>Independence, CA 93526</u>	City and State

CONTRACTOR:	
<u>Gregory L. James</u>	Name
<u>1839 Shoshone Drive</u>	Address
<u>Bishop, CA 93514</u>	City and State

25. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.


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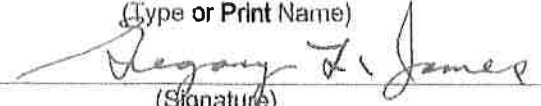
**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
YUCCA MOUNTAIN NUCLEAR REPOSITORY**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS 5th DAY OF June, 2018.

COUNTY OF INYO

By: 
Dated: 6-5-18

CONTRACTOR

By: Gregory L. James
(Type or Print Name)

(Signature)
Dated: 4/7/2018

APPROVED AS TO FORM AND
LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

s:\CoCo\Contracts\Misc\Greg James\Water\Environmental\Attorney\YuccaMt.123. GJames 04262018

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
YUCCA MOUNTAIN NUCLEAR REPOSITORY**

TERM:

FROM: July 1, 2018 TO: June 30, 2019

SCOPE OF WORK:

1. Contractor shall advise and represent Inyo County, its agents, officers and employees regarding all aspects of the Yucca Mountain Nuclear Repository Licensing Proceedings conducted before the Nuclear Regulatory Commission, and any appeals arising therefrom to State or Federal Courts.
2. Contractor shall receive direction from the Inyo County Board of Supervisors and/or the County Counsel.
3. Contractor shall provide all secretarial and clerical support reasonably and customarily necessary to perform the services described in this Agreement.
4. Contractor shall maintain and retain files and materials on cases and other matters upon which he/she is working. Electronic copies of documents received and created by Contractor shall be delivered to County Counsel's Office to be stored..
5. Contractor shall file and serve required pleadings, notices, discovery documents and other motions and materials on behalf of the County, its officers or employees. The Office of County Counsel will cooperate with Contractor with regard to filing and service in Inyo County.
6. Contractor may send to the Office of County Counsel, one copy of those pleadings, notices, discovery, motions, documents, and materials to be appropriately delivered to County officers and employees. The Office of County Counsel will then make necessary copies and deliver the pleadings, notices, discovery, documents and materials to the County officers and employees.
7. Contractor shall take the actions necessary to have all pleadings, notices, discovery, motions, documents, and materials, which are to be served upon the County or its officers and employees after their first general appearance, served upon both Contractor at his/her offices and the County Counsel at the Independence office. Contractor shall also provide to the County Counsel at the Independence office, one copy of all pleadings, notices, discovery, motions, notices, and other documents served and or filed by Contractor on behalf of the County, its officers or employees in electronic format.
8. Contractor, shall not bill for attorney's time in performing work or services which would ordinarily and customarily be performed by a legal secretary or clerical support.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
YUCCA MOUNTAIN NUCLEAR REPOSITORY**

TERM:

FROM: July 1, 2018 TO: June 30, 2019

SCHEDULE OF FEES:

1. COMPENSATION:

County shall pay to Contractor for the work and services described in Attachment A which are performed by Contractor at County's request, at the rates set forth below:

- a. Except as provided in subparagraph b. and c. below, County will pay Contractor One Hundred Eighty Five Dollars (\$185.00) per hour ("hourly rate") or increments thereof, for all work and services provided by Contractor to County under this Agreement.
- b. For each hour worked under the provisions of this Agreement by the Contractor in excess of one hundred (100) hours in any calendar month, Contractor will be paid an additional premium of Forty Dollars (\$40.00) per hour. This premium is in addition to the hourly rate set forth in paragraph a. above.
- c. Contractor will be paid for travel time at the rate of Fifty Dollars (\$50.00) per hour or increments thereof, for all time Contractor spends traveling in the performance of this Agreement.

2. INCIDENTAL EXPENSES WILL BE REIMBURSED/CREDITED AS BILLED:

County shall reimburse Contractor at the costs set forth below for those incidental expenses which are necessarily incurred by Contractor in providing the services and work under this Agreement. Reimbursement for these incidental expenses will not exceed the costs set forth below:

<u>Types of Expenses</u>	<u>Cost:</u>
Fax	Actual Costs
Postage	Actual Costs
Federal Express/UPS	Actual Costs
Express Mail	Actual Costs
Long Distance Calls	Actual Costs
Photocopying (not attorney service)	Actual Costs
Computer Assisted Research	Actual Costs
Service of Documents/Pleadings (attorney service)	Actual Costs
Document Production (attorney service)	Actual Costs

ATTACHMENT B - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
YUCCA MOUNTAIN NUCLEAR REPOSITORY**

TERM:

FROM: July 1, 2018 TO: June 30, 2019

SCHEDULE OF FEES:

Filing fees	Actual Costs
Jury fees	Actual Costs
Court Reporter/Transcripts	Actual Costs
Experts	Rate approved by County Counsel
Witness fees	Actual Costs

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
YUCCA MOUNTAIN NUCLEAR REPOSITORY**

TERM:

FROM: July 1, 2018 TO: June 30, 2019

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT

- A. Contractor will be compensated for his travel time as set forth in the Schedule of Fees (Attachment **B**) above.
- B. Where Contractor is providing work and services for County under this Agreement, Contractor will be reimbursed for his travel expenses and per diem at the same rate that County reimburses its permanent merit system employees for such expenses.

AMENDMENT NUMBER 3

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
YUCCA MOUNTAIN NUCLEAR REPOSITORY**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Gregory L. James of Bishop, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated June 5, 2018, on County of Inyo Standard Contract No.123, for the term from July 1, 2018 through June 30, 2019.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

County and Contractor hereby amend such Agreement as follows:

1. Paragraph 2. TERM. is amended to read as follows:

The term of this Agreement shall be from July 1, 2019 to June 30, 2022 unless sooner terminated as provided below.

/// NOTHING FOLLOWS ///

The effective date of this Amendment to the Agreement is July 1, 2021.

All the other terms and conditions of the Agreement are unchanged and remain the same.

AMENDMENT NUMBER 3

AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
YUCCA MOUNTAIN NUCLEAR REPOSITORY

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, _____.

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Gregory L. James
Signature

Gregory L. James
Type or Print

Dated: May 26, 2021

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

s/CoCo/Contract/Modified/GJAmnd3 05/19/2021YuccaMt



County of Inyo



County Counsel

CONSENT - ACTION REQUIRED

MEETING: June 15, 2021

FROM: Marshall Rudolph

SUBJECT: Contract with Great Basin Unified Air Pollution Control District

RECOMMENDED ACTION:

Request Board approve the agreement between Great Basin Unified Air Pollution Control District and the County for the County Counsel's Office to provide certain legal services to the District during the period of July 1, 2021 to June 30, 2022, for the sum of \$13,500, contingent upon the Board's adoption of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

Under the proposed agreement, the County of Inyo, through and by its Office of County Counsel, will provide professional legal services to the Great Basin Unified Air Pollution Control District as follows:

- Legal advice and representation relating to personnel matters of the District;
- Legal advice and representation relating to labor law and in labor negotiations and/or mediations;
- Legal advice and representation relating to employee grievances and discipline to include representation of the District in grievance and disciplinary hearings;
- Legal advice and representation to the District Board in hearing grievance and disciplinary matters;
- Legal advice and representation relating to any District matter when the County Counsel of another County comprising the District, has a conflict of interest in regard to a District matter arising within their County; and
- Legal advice and representation relating to any other District matter as agreed upon by the District and the County.

In exchange for providing these services, the District will pay to the County a flat fee of \$13,500 for the fiscal year. The Office of County Counsel has the ability to provide these professional legal services to the District.

The \$13,500 fee for Fiscal Year 2021-2022 has been included in the Office of County Counsel budget as anticipated revenue.

The contract was recently approved by Great Basin Unified Air Pollution Control District's Board.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board may decline to approve this agreement, reduce or modify the scope of legal services provided to the District, or change the fee arrangement. However, the proposed agreement has been negotiated between the County and the District as being most advantageous to both public entities, provides the District with needed legal professional services in an area in which the Office of County Counsel has expertise, and is structured on a flat fee basis to provide each entity with a certain degree of budgetary certainty for the fiscal year.

OTHER AGENCY INVOLVEMENT:

Great Basin Unified Air Pollution Control District

FINANCING:

Approval of this agreement will result in \$13,500 revenue being received by the County. This revenue will be budgeted within the Office of County Counsel's Budget 010700 Object Code 4819 for fiscal year 2021-2022.

ATTACHMENTS:

1. Great Basin Legal Services Contract

APPROVALS:

Cori Denault	Created/Initiated - 5/19/2021
Darcy Ellis	Approved - 5/19/2021
Cori Denault	Approved - 5/19/2021
Marshall Rudolph	Approved - 6/4/2021
Amy Shepherd	Final Approval - 6/4/2021

**AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND COUNTY OF INYO
FOR THE PROVISION OF LEGAL SERVICES**

INTRODUCTION

WHEREAS, the Great Basin Unified Air Pollution Control District (hereinafter referred to as "District") has the need for the LEGAL services of COUNTY COUNSEL Of COUNTY OF INYO, hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the District, those services and work set forth in Attachment **A**, attached hereto and by reference incorporated herein.

Services and work provided by the Contractor at the District's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, county, and District laws, ordinances, resolutions, and directions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from JULY 1, 2021 to JUNE 30, 2022 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. District shall pay to Contractor the sum total of THIRTEEN THOUSAND FIVE HUNDRED Dollars and ZERO cents (\$13,500.00) for performance of all of the services and completion of all of the work described in Attachment **A**.

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work under this Agreement.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from District, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the District to Contractor for all services and work to be performed under this Agreement shall not exceed THIRTEEN THOUSAND FIVE HUNDRED (\$13,500) Dollars (hereinafter referred to as "contract limit"). District expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and Payment. Contractor shall submit to the District, upon completion of all services and work set forth in Attachment **A**, an itemized statement of all services and work performed by Contractor pursuant to this Agreement. This statement will identify the date on which the services were performed and describe the nature of the services and work which was performed on each day. Upon receipt of the statement by the fifth (5th) day of the month, District shall make payment to Contractor on the last day of the month.

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, District will not withhold any federal or state income taxes or social security from any payments made by District to Contractor under the terms and conditions of this Agreement.

(2) District will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).

(3) Except as set forth above, District has no obligation to withhold any taxes or payments from sums paid by District to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. District has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by District to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the District an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment **A**. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with District to ensure that all services and work requested by District under this Agreement will be performed within the time frame set forth by District.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described in Attachment **A** must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the District. Contractor will provide District, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment **A**. Where there is a dispute between Contractor and District as to what licenses, certificates, and permits are required to perform the services identified in Attachment **A**, District reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-Procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment **A** to this Agreement. District is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for other costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. DISTRICT PROPERTY.

A. Personal Property of District. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by District pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of District. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the District. At the termination of the Agreement, Contractor will convey possession and title to all such properties to District.

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The Great Basin Unified Air Pollution Control District, its agents, officers, employees, and volunteers shall be named as additional insured, or a waiver of subrogation shall be provided.

9. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment **B** and with the provisions specified in that attachment.

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of District. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of District. Except as expressly provided in Attachment **A**, Contractor has no authority or responsibility to exercise any rights or power vested in the District. No agent, officer, or employee of the District is to be considered an employee of Contractor. It is understood by both Contractor and District that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to District only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to District's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not as employees of District.

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless District, its agents, officers, employees, and volunteers from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the District, its agents, officers, employees, and volunteers harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the District, its agents, officers, employees, and volunteers harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, District shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of District, its officers, employees, or volunteers.

12. CANCELLATION.

This Agreement may be canceled by District without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to District.

13. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, municipal, and District law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of District shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which District determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, District has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

14. ASSIGNMENT.

This is an agreement for the services of Contractor. District has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of District. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of District.

15. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by District in a timely manner, or fails in any way as required to conduct the work and services as required by District, District may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, District will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

17. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

18. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, county, and District laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the District. Any disclosure of confidential information by Contractor without the District's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

19. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Contractor agrees to complete and file a conflict interest statement if requested by the District. District will notify Contractor, if such a request is made, of Contractor's disclosure category under the conflict of interest laws.

20. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the District in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the District, or who has been an adverse party in litigation with the District, and concerning such, Contractor by virtue of this Agreement has gained access to the District's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, county, or District statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application

thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION.

The ability of District to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, District has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

23. ATTORNEY'S FEES.

If either of the parties hereto brings any action or proceeding against the other, including, but not limited to, an action to enforce or to declare the termination, cancellation, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs, incurred in connection therewith.

24. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

25. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or District shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first-class mail to, the respective parties as follows:

**Great Basin Unified
Air Pollution Control District**
Attn: SUSAN CASH
Address: 157 SHORT STREET
City, State, Zip BISHOP CA 93514

Contractor:
Name: OFFICE OF COUNTY COUNSEL, COUNTY
OF INYO
Address: POST OFFICE BOX M
City, Sate, Zip INDEPENDENCE CA 93526

26. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 19th DAY OF MAY, 2021.

**GREAT BASIN UNIFIED
AIR POLLUTION CONTROL DISTRICT**

CONTRACTOR

By:  _____

By: _____
PRINT NAME

Dated: 20210519

SIGNATURE

Dated: _____

ATTACHMENT A
AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND COUNTY OF INYO
FOR THE PROVISION OF PERSONAL SERVICES

TERM:

FROM: JULY 1, 2021 **TO:** JUNE 30, 2022

SCOPE OF WORK

The County of Inyo, through and by its Office of County Counsel, will provide professional legal services to the Great Basin Unified Air Pollution Control District as follows:

1. Legal advice and representation relating to personnel matters of the District;
2. Legal advice and representation relating to labor law and labor negotiations or mediations;
3. Legal advice and representation relating to employee grievances and discipline to include representation of the District in grievance and discipline hearings.
4. Legal advice and representation to the District Board in hearing grievance and discipline matters.
5. Legal advice and representation relating to any District matter when the County Counsel of another County comprising the District has a conflict of interest in regard to a District matter arising within their County.
6. Legal advice and representation relating to any other District matter as agreed upon by the District and the County.

ATTACHMENT B
AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND COUNTY OF INYO
FOR THE PROVISION OF PERSONAL SERVICES

TERM:

FROM: JULY 1, 2021 TO: JUNE 30, 2022

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the Contractor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability (including operations, products and completed operations as applicable): \$ 2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$2,000,000 per occurrence.

C. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

D. Other Insurance Provisions. *The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:*

1. The District, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor or liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

E. Acceptability of Insurers. *Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. The District at its option may waive this requirement.*

F. Verification of Coverage. *Contractor shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the District or on other than the District's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by the specifications at any time.*



County of Inyo



Health & Human Services - Behavioral Health

CONSENT - ACTION REQUIRED

MEETING: June 15, 2021

FROM: Lucy Vincent

SUBJECT: Inyo County HHS contract with Iris Telehealth Medical Group for the provision of telepsychiatry services.

RECOMMENDED ACTION:

Request Board approve the agreement between the County of Inyo and Iris Telehealth Medical Group of Austin, Texas for the provision of telepsychiatry services in an amount not to exceed \$265,824 for the period of July 1, 2021 through June 30, 2022, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

We began our work with IRIS Telehealth psychiatrist, Dr. Michael Winsten, in February, 2021 following their successful RFP bid. After a transition period with Dr. Schneider, our long term psychiatrist, this will be the first full year of working with Dr. Winsten as our sole telehealth provider. This year, we are requesting increased hours of his time to provide the outpatient services via telehealth to persons in the clinic and at the jail. We are pleased to continue to develop our working relationship with Dr. Winsten to perform these services. We will also continue to look for ways to address the need for emergent psychiatry services and consultation that is outside of these contracted services.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to approve this contract with Iris Telehealth. Inyo County HHS would have to select another vendor to provide telepsychiatry services, as the provision of psychiatry services is required by the state.

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

Mental Health Realignment and reimbursement will be pursued for all Medi-Cal eligible services provided. This expense is budgeted in Mental Health (045200) in Professional and Special Services (5265). No County General

Funds.

ATTACHMENTS:

1. Iris Telehealth Contract No. 116
2. Attachment C Insurance Requirements for HHS Provider Services
3. Iris Telehealth Rates of Reimbursement FY2021

APPROVALS:

Lucy Vincent	Created/Initiated - 6/4/2021
Darcy Ellis	Approved - 6/8/2021
Lucy Vincent	Approved - 6/9/2021
Marilyn Mann	Approved - 6/9/2021
Melissa Best-Baker	Approved - 6/9/2021
Marshall Rudolph	Approved - 6/9/2021
Amy Shepherd	Approved - 6/9/2021
Marilyn Mann	Final Approval - 6/9/2021

A REEMEN BE EEN CO N Y OF INYO

**AND _____
FOR THE PROVISION OF _____ SERVICES**

INTRODUCTION

HEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the _____ services of _____ of _____ (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

SCOPE OF WORK

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by _____, whose title is: _____. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

TERM

The term of this Agreement shall be from _____ to _____ unless sooner terminated as provided below.

CONSIDERATION

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed _____ Dollars

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

OFFICE SPACE, SUPPLIES, EQUIPMENT, VEHICLES, REFERENCE MATERIALS, AND TELEPHONE SERVICE

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

COUNTY PROPERTY

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

INSURANCE

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and with the provisions specified in that attachment.

STATUS OF CONTRACTOR

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

DEFENSE AND INDEMNIFICATION

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

RECORDS AND AUDITS

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

NONDISCRIMINATION

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

CANCELLATION

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

ASSIGNMENT

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

DEFAULT

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

CONFIDENTIALITY

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

CONFLICTS

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

POST AGREEMENT COVENANTS

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

☐☐☐ **SEVERABILITY**☐

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

☐☐☐ **FUNDING LIMITATION**☐

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

☐☐☐ **AMENDMENT**☐☐

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

☐☐☐ **NOTICE**☐

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo

_____ Department
Address
City and State

Contractor:

_____ Name
Address
City and State

☐☐☐ **ENTIRE AGREEMENT**☐.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

☐☐☐

☐☐☐

A REEMEN BE EEN CO N Y OF INYO

AND _____

FOR THE PROVISION OF _____ SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS _____ DAY OF _____, _____.

CO N Y OF INYO

CONTRACTOR

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

Attachment C: Insurance Requirements for HHS Provider Services

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability (CGL): ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, sexual misconduct, and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. The CGL policy shall contain, or be endorsed to contain, additional insured status as specified as follows.

Additional Insured Status. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage. May be waived with signed letter on Contractor’s letterhead certifying that no vehicle or mobile equipment will be used in the execution of the agreement.

Workers’ Compensation: as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. May be waived with signed letter on Contractor’s letterhead certifying that Contractor has no employees.

Professional Liability: Insurance as appropriate to the Contractor’s profession (errors and omissions, medical malpractice, etc.), with limit no less than \$1,000,000 per occurrence or claim, \$3,000,000 aggregate. Professional liability insurance coverage is normally required if Contractor is provided a professional service regulated by the state; however, other professional contractors, such a computer software designers and claims administration providers, should also have professional liability. Check with Risk Management if PL is required.

Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Cyber liability requirement may be waived if Contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations

Attachment C: Insurance Requirements for HHS Provider Services

as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Check with Risk Management if CL is required.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

Waiver of Subrogation

Contractor hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Contractor may acquire against Inyo County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

Claims Made Policies (should be applicable only to professional liability)

Attachment C: Insurance Requirements for HHS Provider Services

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Contractor shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

-end-

**Inyo County HHS-Behavioral Health
Mental Health Telemedicine Services
Rates of Reimbursement**

Year One (or Years 1-4)	Rates by Provider Type (if the rate types listed don't apply leave blank or replace)			
Rate Description	Psychiatrists	Psychiatric Nurse Practitioners	Other (Describe)	Other (Describe)
<p><u>Daily All-Inclusive Rate</u></p> <p>(This Rate is for a schedule of services provided between 8:00 a.m. through 5:00 p.m. Monday through Sunday, with a maximum schedule of 40 hours of service per week)</p>	2020 - \$205/hour 2021 - \$209/hour 2022 - \$213/hour 2023 - \$217/hour	2020 - \$135/hour 2021 - \$139/hour 2022 - \$143/hour 2023 - \$147/hour	\$____/hour	\$____/hour
<p><u>Weekend Call Rate</u></p> <p>(This rate is for the provider being scheduled for services from Saturday at 5:00 p.m. through Monday at 8:00 a.m., when the provider is scheduled for less than eight hours of services on Saturday or Sunday)</p>	\$375/night	\$275/night	\$____/night	\$____/night
<p><u>Weeknight Call Rate</u></p> <p>(This rate is for the provider being scheduled for services from 5:00 p.m. Monday through 8:00 a.m. Saturday, no matter whether the provider is scheduled for services Monday through Friday)</p>	\$325/night	\$225/night	\$____/night	\$____/night
<p><u>Overtime Rate</u></p> <p>(This rate is for hours of services scheduled above 40 hours per week between 8:00 a.m. through 5:00 p.m. Monday through Sunday)</p>	\$235/hour	\$155/hour	\$____/hour	\$____/hour

Inyo agrees to pay this rate to Iris Telehealth during periods when telecommunications equipment failure and/or internet access interruption is due to factors originating from Inyo's location. Iris Telehealth agrees to not bill Inyo when telecommunications equipment failure and/or internet access interruption is due to factors originating from Psychiatrist's location.

Any time required by Inyo for "onboarding," including, but not limited to, orientation and training in Inyo's EMR, shall be billed at the same rate as services billed for that clinician.

Inyo may purchase telepsychiatry equipment from Iris Telehealth at a mutually agreed upon price. Additionally, Inyo may request that Contractor perform a site-visit and provide on-site training and equipment installation at a mutually

agreed upon fee. Inyo may request that Contractor provide ongoing technical support for telepsychiatry equipment at a mutually agreed upon rate.



County of Inyo



Health & Human Services - Health/Prevention

CONSENT - ACTION REQUIRED

MEETING: June 15, 2021

FROM: Jenna Rhoads

SUBJECT: Sole-Source Advertising Contract between County of Inyo and Lamar

RECOMMENDED ACTION:

Request Board: A) declare The Lamar Companies (a.k.a. Lamar) of Lancaster, CA a sole-source provider of billboard advertising; B) approve the contract between the County of Inyo and Lamar of Lancaster, CA for the provision of two vinyl panel billboards for the Tobacco Education Program in an amount not to exceed \$18,900.00 for the period of July 8, 2021 through December 22, 2021, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget; and C) authorize the County Administrator to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

The Department requests this contract as a sole-source contract due to the lack of availability of outdoor advertising space by other companies along the 395 corridor portion of Inyo County.

Outdoor advertising can play an important role in an advertising campaign, and the Tobacco Programs in both Inyo and Mono Counties have worked with Lamar to expand this messaging. For health advocates, billboards are best used for awareness campaigns or reminders that link the audience to other media that communicates an overall message. The HHS Tobacco Education Program has worked with their Mono County counterparts to split the cost of a Tobacco Education billboard just north of Bishop since fall of 2018. With the availability of a second billboard on 395 at Ft. Independence, Inyo County Tobacco Education Program was able to pay for both the Bishop and Ft. Independence Billboards for the last contract period and Mono had agreed to take over the payment of one of the Billboards as of July 8, 2021.

Due to a rollover in advertising funds, the Inyo County Education Program has sufficient funds to continue payment for both the Ft. Independence and Bishop billboards for the period of July 8, 2021 through December 22, 2021. After this contract term is over, Inyo and Mono Counties will reevaluate their agreement based off funding allocations for the next grant cycle beginning in January 2022. Combined, these the two billboards now contribute to between 23,000 and 30,000 weekly impressions.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could deny this sole-source request. This would affect the collaboration of Mono and Inyo Counties on a joint advertising campaign for the Tobacco Education Program.

OTHER AGENCY INVOLVEMENT:

Mono County Public Health Department

FINANCING:

This will be paid exclusively with Tobacco Education Program funds. This expense will be budgeted in the Tobacco Control Budget (640317) in Paid Media (5265). No County General Funds will be used.

ATTACHMENTS:

1. Contract - The Lamar Companies

APPROVALS:

Darcy Ellis	Created/Initiated - 6/9/2021
Jenna Rhoads	Approved - 6/9/2021
Marilyn Mann	Approved - 6/9/2021
Melissa Best-Baker	Approved - 6/9/2021
Amy Shepherd	Approved - 6/9/2021
Marshall Rudolph	Approved - 6/9/2021
Marilyn Mann	Final Approval - 6/9/2021



CONTRACT # 3600902

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	696779-1
Name	COUNTY OF INYO
Address	568 WEST LINE ST
City/State/Zip	BISHOP, CA 93514
Contact	Clint Quilter
Email Address	
Phone #	(760) 872-1623
Fax #	
P.O./ Reference #	
Advertiser/Product	HEALTH & HUMAN SERVICES
Campaign	Opportunity: Country of Inyo 1482 13644

Space										
# of Panels: 2								Billing Cycle: Every 4 weeks		
Panel # TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Billing Periods	Invest Per Period	Cost
1482 350196	256-FT INDEPENDENCE, CA	HWY 395 EL 800' S/O CAMPGROUND ENTRANCE	Yes	Perm Bulletin	10' 6" x 36' 0"		07/08/21-12/22/21	6	\$1,575.00	\$9,450.00
13644 30484898	256-BISHOP, CA	HWY 395 SL 400' W/O PAHA LANE	No	Junior Bulletin	12' 3" x 24' 6"		07/08/21-12/22/21	6	\$1,575.00	\$9,450.00
Total Space Costs:									\$18,900.00	

Special Considerations:

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solido with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Owner

(Officer/Title)

of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

Customer:	COUNTY OF INYO
Signature:	(signature above)
Name:	(print name above)
Date:	(date above)

THE LAMAR COMPANIES	This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.	
ACCOUNT EXECUTIVE: Amanda Petryshyn	GENERAL MANAGER	DATE

STANDARD CONDITIONS

1. Late Artwork: The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.





CONTRACT # 3600902

2. Copyright/Trademark: Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.

3. Payment Terms: Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.

4. Service Interruptions: If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.

5. Entire Agreement: This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.

6. Copy Acceptance: Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.

7. Termination: All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.

8. Materials/Storage: Production materials will be held at customer's written request. Storage fees may apply.

9. Installation Lead Time: A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.

10. Customer Provided Production: The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.

11. Bulletin Enhancements: Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.

12. Assignment: Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.





County of Inyo



Health & Human Services - Social Services

CONSENT - ACTION REQUIRED

MEETING: June 15, 2021

FROM: Tyler Davis

SUBJECT: Approval of the contract with Inyo County Office of Education for Stage I CalWORKs Child Care Services.

RECOMMENDED ACTION:

Request Board approve the contract between the County of Inyo and the Inyo County Office of Education for the provision of Stage I Child Care Services, in an amount not to exceed \$170,000.00, for the period of July 1, 2021, through June 30, 2022, and authorize Chairperson to sign.

SUMMARY/JUSTIFICATION:

The County has successfully contracted and collaborated with the Inyo County Office of Education (ICOE) for the services provided through Child Care Connection for over sixteen years. The Contractor takes referrals for child care on behalf of parents who are participating in CalWORKs, assists in finding child care if needed, helps develop high-quality child care, and pays the authorized providers. This program also assists newly employed parents to keep their child care relationships as long as they are eligible, and then move them to other funding sources as possible.

The ICOE is the only agency providing this service in Inyo County and their established infrastructure allows them to manage child care subsidies to our eligible families without any disruption of services. HHS is respectfully recommending that your Board approve this contract for FY 2021/2022, ensuring continued subsidized child care services for our CalWORKs families.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decline to support this contract, which would mandate that services be provided within the Health and Human Services department. We do not have sufficient staff to add these tasks and would need to hire two persons to duplicate the services being provided at Child Care Connection. We would also lose the easy integration of funding sources from Child Care Connection for persons using childcare who have increased their earned income and are transitioning out of Stage 1 child care services.

OTHER AGENCY INVOLVEMENT:

Inyo County Office of Education, Child Care Connection

FINANCING:

The funding allocation is 100% State and Federal funds. This contract is budgeted in Social Services (055800) in Professional Services (5265). No County General funds.

ATTACHMENTS:

1. FY 21-22 ICOE Stage I Child Care Contract

APPROVALS:

Tyler Davis	Created/Initiated - 5/18/2021
Darcy Ellis	Approved - 5/18/2021
Keri Oney	Approved - 5/21/2021
Marilyn Mann	Approved - 5/24/2021
Melissa Best-Baker	Approved - 5/24/2021
Amy Shepherd	Approved - 5/25/2021
Marshall Rudolph	Approved - 5/25/2021
Marilyn Mann	Final Approval - 5/27/2021

AGREEMENT BETWEEN COUNTY OF INYO

AND Inyo County Office of Education
FOR THE PROVISION OF Stage 1 Child Care SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Stage 1 Child Care services of Inyo County Office of Education of Independence, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Keri Oney, whose title is: HHS Deputy Dir. Aging/Social Services. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from July 1, 2021 to June 30, 2022 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed One Hundred Seventy Thousand Dollars

(\$ 170,000.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and with the provisions specified in that attachment.

9. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

10. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

11. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

12. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

13. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

14. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

15. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

17. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

18. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

19. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

20. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

22. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

23. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo	
<u>Health and Human Services</u>	Department
<u>PO Drawer A</u>	Address
<u>Independence, CA 93526</u>	City and State

Contractor:	
<u>Inyo County Office of Education</u>	Name
<u>PO Drawer G</u>	Address
<u>Independence, CA 93526</u>	City and State

24. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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AGREEMENT BETWEEN COUNTY OF INYO
AND Inyo County Office of Education
FOR THE PROVISION OF Stage 1 Child Care **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS _____ DAY OF _____, _____.

COUNTY OF INYO

By: _____
Signature

Print or Type Name
Dated: _____

CONTRACTOR

By: Barry D Simpson
Signature
Barry D Simpson
Print or Type Name
Dated: 5/12/21

APPROVED AS TO FORM AND LEGALITY:

County Counsel
Grace Churchla

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Jae DC
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Caron Holmberg
County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Inyo County Office of Education
FOR THE PROVISION OF Stage 1 Child Care **SERVICES****

TERM:

FROM: July 1, 2021 **TO:** June 30, 2022

SCOPE OF WORK:

The Inyo County Office of Education (ICOE), known herein as the sub-recipient, shall provide the following childcare services:

1. Fulfill all requirements for the provision of Child Care set forth in AB 1542 (stats, 1997, c.270) and SB-70 and added to the Education Code as Title I, Division I, Part 6, Chapter 2, Article 15.5 (commencing with section 8350), and such guidelines and regulations as set forth in California Code of Regulations, Title 5, Division 1, Chapters 19 and 19.5DSS ACL 97-73 and ACL 11-38, and hereby incorporated in to this agreement by reference, except those duties specifically assigned to local Health and Human Services (HHS) Department in this agreement.
2. Accept Referrals for Child Care from HHS on a daily basis and provide services to families in an expedited manner. HHS and ICOE will agree on a mutually acceptable process for the assurance of eligibility of clients for both services and hours.
3. Designated staff from both agencies shall set up regular meetings to evaluate process and procedures and assure the best service possible to families. These meetings will include mutual education concerning the two agencies.
4. ICOE and the COUNTY will work together to recruit licensed Child Care Providers and to encourage quality improvement in license-exempt child care arrangements.
5. COUNTY will monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
 - o Review of financial and performance reports required by the pass-through entity.
 - o Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - Review of financial and performance reports required by the pass-through entity.
 - Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - Issuing a management decision for audit findings pertaining to the Federal award provide to the subrecipient from the pass-through entity as required by 200.521 Management decision.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Inyo County Office of Education
FOR THE PROVISION OF Stage 1 Child Care **SERVICES****

TERM:

FROM: July 1, 2021 **TO:** June 30, 2022

SCHEDULE OF FEES:

Funding from Department of Health and Human Services (DHHS) will be used to pay this contract. This is a federal award within the meaning of Title 45, Code of Federal Regulations (CFR), Part 75. This contract is a sub-award of the federal award to California Department of Social Services to County of Inyo (EIN 95-6005445). The CFDA number is 93.558-Temporary Assistance for Needy Families. The County of Inyo allocation for July 1, 2021-June 30, 2022 is estimated to be \$170,000.00.

Pursuant to 2 CFR Part 200—Subpart F, any non-federal entity that expends a combined total of \$750,000 or more per year in federal awards for the purposes of carrying out federal programs must have an annual Single or Program Specific Audit conducted. This funding threshold is the aggregate of funds from all federal sources, not just funds coming from any one pass-through entity. Subrecipients that meet this threshold are required to submit their annual Single or Program Specific Audit to Health and Human Services (HHS).

Pursuant to 2 CFR Part 200 — Subpart D, HHS requires Subrecipients who do not have an annual Single or Program Specific Audit, to provide their independently audited or reviewed financial statements, or an independent accountant's report of Agreed Upon Procedures applied to the program funded by the sub-award.

An indirect cost rate shall not exceed 15%.

1. COUNTY will pay direct cost of the child care services provided. These costs must be invoiced for all children enrolled in Stage 1 Child Care Program and be based upon the services listed in the Scope of Work.
2. COUNTY will pay Administrative/Indirect Costs, which must not be more than 15% of the actual invoiced costs.
3. Notwithstanding Paragraph 3.E. Invoices will be billed monthly on the 20th day of each month.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Inyo County Office of Education
FOR THE PROVISION OF Stage 1 Child Care **SERVICES****

TERM:

FROM: July 1, 2021 **TO:** June 30, 2022

SEE ATTACHED INSURANCE PROVISIONS

Attachment C: Insurance Requirements for Child Care Services

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury, sexual abuse and molestation, and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Additional Insured Status: Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Primary Coverage: For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Attachment C: Insurance Requirements for Child Care Services

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to Inyo County.

Waiver of Subrogation: Contractor hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Contractor may acquire against Inyo County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13. Contractor's insurance shall be excess of subcontractor's insurance if subcontractor has insurance. Contractor's insurance shall be primary if subcontractor lacks insurance.

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

Verification of Coverage: Contractor shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to

Attachment C: Insurance Requirements for Child Care Services

require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances: Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



County of Inyo



Planning Department

CONSENT - ACTION REQUIRED

MEETING: June 15, 2021

FROM: Cathreen Richards

SUBJECT: Inyo County, Inyo LAFCo 2021-2022 contract.

RECOMMENDED ACTION:

Request Board approve the contract between the County of Inyo and the Inyo Local Agency Formation Commission to provide staff services in the amount not to exceed \$13,207.60 for the period of July 1, 2021 through June 30, 2022; authorize the Chairperson to sign; and direct the Planning Department and County Counsel to provide services as outlined in the contract, contingent upon the Board's adoption of the Fiscal Year 2021-2022 Budget.

SUMMARY/JUSTIFICATION:

The Inyo Local Agency Formation Commission (LAFCO) contracts with the Inyo County Planning Department for the services of LAFCO Executive Officer and support staff and the Office of County Counsel for legal services. A single contract between Inyo LAFCO and the County of Inyo Planning Department covers both staff and counsel services. Inyo LAFCO has budgeted \$13,207.60 in Fiscal Year (FY) 2021-2022 for staff and counsel services.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

Inyo LAFCo

FINANCING:

The Inyo LAFCO FY 2021-2022 Final Budget proposes both the City of Bishop and Inyo County contribute \$10,000 in funding. Funds are expended through the LAFCO Budget (451001).

ATTACHMENTS:

1. Inyo County-LAFCo Contract

APPROVALS:

Cathreen Richards
Darcy Ellis
Cathreen Richards
Sue Dishion
Marshall Rudolph
Amy Shepherd
Cathreen Richards

Created/Initiated - 5/17/2021
Approved - 5/18/2021
Approved - 6/1/2021
Approved - 6/1/2021
Approved - 6/4/2021
Approved - 6/4/2021
Final Approval - 6/8/2021

**AGREEMENT BETWEEN THE COUNTY OF INYO
AND THE INYO LOCAL AGENCY FORMATION COMMISSION
FOR THE PROVISION OF SERVICES**

INTRODUCTION

WHEREAS, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code § 56000 et seq., hereinafter referred to as "Act") governs Local Agency Formation Commission operations, policies, and procedures; and

WHEREAS, Government Code § 56384 requires Inyo Local Agency Formation Commission (hereinafter referred to as ("Inyo LAFCO")) to appoint an Executive Officer and Legal Counsel, and Government Code § 56380 allows Inyo LAFCO to contract with any public agency or private party for personnel and facilities; and

WHEREAS, Inyo LAFCO has the need for the services of the County of Inyo (hereinafter referred to as "County"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The County shall provide to Inyo LAFCO, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by the County under this Agreement will be performed by County employees or other County contractors in a manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

When County performs work or services under this Agreement, County may have such work or services performed either by its own employees or, upon approval by Inyo LAFCO, by one or more of County's contractors. County will have such work or services performed by employees or contractors who are qualified to, and capable of, doing such work. County has the right in its sole discretion to determine which employee(s) are qualified and capable, and to determine which employee(s) of those which are deemed qualified and capable, are to actually perform the work and services under this Agreement. Inyo LAFCO has no right to designate, or require the work or services to be performed by a particular County Department, class of County employees, or particular employee(s). Further, County need not obtain Inyo LAFCO's approval prior to or after incurring any travel and/or per diem, or overtime expenses in performing work or services under this Agreement.

2. TERM.

The term of this Agreement shall be from July 1, 2021 to June 30, 2022 unless sooner terminated as provided below.

3. CONSIDERATION.

A. County Employee(s). Where work and services are performed by County employee(s) under this Agreement, the consideration to be paid by Inyo LAFCO to County for such services and work is the sum total of the (1) hourly rate costs (including overtime, if any), (2) fringe benefits cost, and (3) overhead and administrative costs (including travel and per diem, if any), for each employee who performed any work or services under this Agreement. Hourly rate costs (non overtime), including fringe benefits are set forth in Attachment **B** to this Agreement.

(1) Hourly Rate Costs. The product of the number of hours (rounded up or down to the nearest 1/2 (0.50) of an hour) which a County employee worked under this agreement, multiplied by the employee's hourly rate of pay as set by the most recent County salary ordinance, resolution, or employee contract. Where the circumstances of the services and work requested by Inyo LAFCO under this Agreement require the County employee to work in excess of eight (8) hours per day or forty (40) hours per week (hereinafter referred to as "overtime"), and County is obligated by law or contract to compensate the employee for such overtime at a rate of one and one half (1½) times their hourly rate of pay, the hourly rate of pay for such overtime hours worked under this Agreement will be one and one half (1½) times the employee's hourly rate of pay as set by the most recent County salary ordinance, resolution, or employee contract.

(2) Fringe Benefit Costs. The product of the hourly rate costs multiplied by 40% (0.40).

(3) Overhead and Administrative Costs. The product of the hourly rate costs multiplied by 20% (0.20), plus special, travel and per diem costs if any. Where a County employee travels and/or incurs per diem expenses in performing work under this Agreement, the travel and per diem costs for such work will be the actual costs to the County for such travel and per diem. Actual costs to the County will be determined by the most recent County ordinance or resolution establishing travel and per diem reimbursement rates for County employees. Special costs are those approved in advance by Inyo LAFCO for particular specialized equipment, supplies, tools and materials to be used by County in performing under this Agreement.

(4) Exception For County Counsel. Notwithstanding the foregoing, the consideration to be paid for services of professional employees of the Office of the County Counsel shall be the flat hourly rate (inclusive of benefits and overhead) shown in Attachment **B** to this Agreement, plus any special, travel and per diem costs as provided in Paragraph 3.A.(3) above.

B. Other County Contractors. Where work and services under this Agreement are performed by another County contractor, the consideration to be paid by Inyo LAFCO to County for such services and work is the sum total of (1) the contract costs and (2) administrative costs for each County contractor who performs any work or services under this Agreement.

(1) Contract Costs. The total costs to the County (including all labor, travel and per diem, overhead, administrative costs, and other fees) charged by such other contractor to County for the performance of work or services under this Agreement.

(2) Administrative Costs. The product of the contract cost multiplied by 20% (0.20), plus any special costs as defined in Section 3.A.(3) above.

C. Limit Upon Amount Payable Under Agreement. Except for amounts payable to County under Section 6 for Defense and Indemnification, the total sum of all payments made by Inyo LAFCO to County for services and work performed under this Agreement, shall not exceed Thirteen Thousand Two Hundred and Seven and Dollars (\$ 13,207.60) hereinafter referred to as "contract limit". County expressly reserves the right to decline to perform any work or services which would be in excess of the contract limit.

D. Insurance. Inyo LAFCO shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection to Inyo LAFCO operations and thereby Inyo LAFCO's performance under the contract. For any claim related to this contract, Inyo LAFCO's coverage shall be primary as respects Inyo County. Coverage shall be at least as broad as the following:

1. (REQUIRED) General liability insurance on an occurrence basis, including products and completed operations, p[roperty damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the general liability policy with respect to liability arising out of work or operations performed by or on behalf of Inyo LAFCO, including materials, parts, or equipment furnished in connection to such work or operations.

2. (REQUIRED) Hired and non-owned automobile liability insurance with limits no less than \$1,000,000 per accident for bodily injury and property damage.

3. (RECOMMENDED if Inyo LAFCO will be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI)) Cyber liability insurance with limits not less than \$1,000,000 per occurrence or claim.

E. Billing and Payment. County shall submit to Inyo LAFCO, once a month, an itemized statement of all services and work described in Attachment A. This statement will be submitted to Inyo LAFCO not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. County's statement to the Inyo LAFCO will also include an itemization of any travel or per diem expenses incurred by County during that period. Upon timely receipt of the statement by the fifth (5th) day of the month, Inyo LAFCO shall make payment to County on or before the last day of the month.

F. Federal and State Taxes. Inyo LAFCO will not withhold any federal or state income taxes or social security from any payments made by Inyo LAFCO to County under the terms and conditions of this Agreement.

4. WORK SCHEDULE.

County's obligation is to perform, in a reasonably timely manner, those services and work identified in Attachment A. It is understood by Inyo LAFCO that the performance of these services and work will require cooperation and coordination between County, Inyo LAFCO, and other parties. Inyo LAFCO and County will use their best efforts to arrange their own schedules, and coordinate with other interested parties, to ensure that services and work under this Agreement can be performed within the time frames set by mutual agreement.

5. STATUS OF PARTIES.

County is a political subdivision of the State of California. Inyo LAFCO is a special district authorized by the Act. Each party is a public entity independent of the other. Inyo LAFCO by virtue of this Agreement has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, County has no authority or responsibility to exercise any rights or power vested in the Inyo LAFCO. It is understood by both Inyo LAFCO and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent entity:

03062019

A. County shall determine the method, details, and means of performing the work and services to be provided by County under this Agreement.

STATUS OF COUNTY OFFICERS AND EMPLOYEES.

A. County officers and employees while providing work and services under this Agreement, remain County officers and employees subject to the exclusive control, direction, and supervision by County.

B. County officers and employees providing work and services under this Agreement will do so in accordance with all federal and state laws applicable to the County, and in accordance with all County ordinances, resolutions, rules, regulations, policies, and Board of Supervisors directions. Exceptions to this will be made only for those Inyo LAFCO ordinances, resolutions, rules, regulations, policies, and directions which have been formally adopted by Inyo LAFCO and approved in writing by the County for implementation under this Agreement.

C. County expressly and specifically retains the right to hire, fire, and discipline any County officer or employee who provides work or services under this Agreement. If Inyo LAFCO is unsatisfied with the performance of any County officer or employee who provides work or services under this Agreement, Inyo LAFCO shall promptly notify the County and request that the County consider taking appropriate action.

D. Except as provided in this Agreement, no County officer or employee shall provide any work or services to Inyo LAFCO. Further, Inyo LAFCO shall not hire, retain, engage, contract or employ any County officer or employee except under the provisions of this Agreement.

6. WARRANTY OF ELIGIBILITY.

Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

8. DEFENSE AND INDEMNIFICATION.

To the extent permitted by law, each party hereto shall defend, indemnify, and hold harmless the other and its officers, employees, and agents from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, its acts or omissions, or that of its officers, employees, or agents in the performance of this Agreement.

8. CANCELLATION.

This Agreement may be cancelled by either party without cause, and at will, for any reason by giving to the other party sixty (60) calendar day's written notice of such intent to cancel.

9. DEFAULT.

A. If Inyo LAFCO fails to pay County for the work and services performed by County in a timely manner, County may declare the Inyo LAFCO in default and terminate this Agreement upon thirty (30) calendar day's written notice to Inyo LAFCO. Upon such termination by default, Inyo LAFCO will pay to County all amounts owing to County for services and work performed to the date of termination.

B. Except as provided in paragraph "A" above, if a party to this Agreement should fail to comply with the terms and conditions of this Agreement in a timely manner, the other party may declare a default and notify the "defaulting" party in writing of the facts constituting such default. Upon making such written notification, the defaulting party will have thirty (30) calendar days to cure such default. A party shall be

deemed to cure the default if within the time period set forth herein, the defaulting party begins and thereafter diligently continues to completion curing such default. Service of a notice of default on the defaulting party and allowance of said thirty (30) calendar day period for the defaulting party to commence with diligence to cure such default shall be a condition precedent to any termination of this Agreement or to the bringing of any action based upon such default. If any default is not cured or deemed cured hereunder, the non-defaulting party, at its election, may terminate this Agreement by written notice thereof to the defaulting party. Upon such termination by default, Inyo LAFCO will pay to County all amounts owing to County for services or work performed to the date of termination and County will turn over to Inyo LAFCO all information, work papers, reports, analysis of other information in County's possession as may relate to the services and work being performed hereunder.

10. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in Paragraph 18 below.

11. ASSIGNMENT/SUBCONTRACTING.

This is an agreement for the services of County. Inyo LAFCO has relied upon the skills, knowledge, experience, and training of County as an inducement to enter into this Agreement. County shall not assign this Agreement, or any part of it. However, County may, with the approval of Inyo LAFCO, subcontract work or services it is to perform under this Agreement.

12. PRODUCTS OF COUNTY'S WORK AND SERVICES.

Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, or studies, which are created, produced, assembled, compiled by, or are the result, product, or manifestation of County's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the Inyo LAFCO. At the termination of the Agreement, County will convey possession and title to all such properties to Inyo LAFCO. However, any and all works of art, inventions, patents, trademarks, copyrights or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of County's services or work under this Agreement, are, and at the termination of this Agreement remain, the sole and exclusive property of County.

13. RECORDS AND AUDIT.

A. Records. County shall prepare and maintain all records required by the various provisions of this Agreement, and federal, state, county, and municipal, ordinances, regulations, and directions. County shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. County may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of Inyo LAFCO shall have access to any books, documents, papers, and records, including, but not limited to, financial records of County, which County determines to be pertinent to this Agreement, for the purposes of making audit evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by County. Further, Inyo LAFCO has the right to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

14. NONDISCRIMINATION.

During the performance of this Agreement, neither party, or their agents, officers and employees, shall unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, ages, or sex. Both parties and their agents, officers, and employees shall comply with the provisions, of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. The parties shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

15. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

16. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. FUNDING LIMITATION.

The ability of Inyo LAFCO to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, Inyo LAFCO has the option to cancel, reduce, or modify this Agreement, or any of its terms within five (5) calendar days of its notifying County of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of Paragraph 18.

18. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

19. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Inyo LAFCO or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo
COUNTY ADMINISTRATOR
224 North Edwards
P.O. Box N
Independence, California 93526

Inyo LAFCO:
Cathreen Richards _____ Name
Executive Officer
168 North Edwards _____ Street
P.O. Box L
Independence, CA 93526 _____ City and State

20. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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**AGREEMENT BETWEEN THE COUNTY OF INYO
AND THE INYO LOCAL AGENCY FORMATION COMMISSION
FOR THE PROVISION OF SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THIS
____ DAY OF _____, _____.

COUNTY OF INYO

INYO LAFCO

By: _____


By: _____

Dated: _____

Print or Type Name

Dated: _____

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



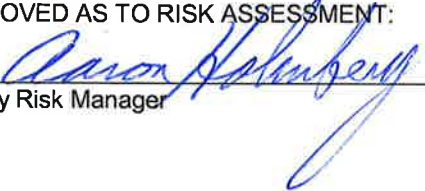
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN THE COUNTY OF INYO
AND THE INYO LOCAL AGENCY FORMATION COMMISSION
FOR THE PROVISION OF SERVICES**

TERM:

FROM: July 1, 2021 **TO:** June 30, 2022

SCOPE OF WORK:

SERVICES TO BE PROVIDED BY THE COUNTY

- A. Services of the appointed Executive Officer as provided by 56384(a) of the Act.
- B. Services of the appointed legal counsel as provided by 56384(b) of the Act.
- C. Preparing staff analyses, reports, CEQA documents, proposed findings and other agenda materials for the Inyo County LAFCO relating to boundary proposals, contracts for provision of new and extended services outside city and district jurisdictional boundaries, sphere of influence amendments, periodic review of sphere of influence designations and any other matters that are within the Commission's authority under the Act.
- D. Calling, staffing, noticing, and otherwise coordinating Commission meetings in accordance with the Act and Inyo LAFCO policies and procedures.
- E. Preparing, mailing, filing, publishing and keeping records of agendas, notices and other required official documents on behalf of the Inyo LAFCO.
- F. Responding to inquiries, providing information, and technical assistance to interested public agencies and individuals.
- G. Providing supporting fiscal services such as the development of the annual Inyo LAFCO budget, management of Inyo LAFCO financial accounts including the processing of Inyo LAFCO fees and charges; the processing of payment of Commission charges and expenses, and the preparation of required fiscal reports.
- H. Informing Inyo LAFCO Commissioners of new legislation, correspondence with the Commission, CALAFCO activities, current events and matters of interest related to Inyo LAFCO.
- I. If, and at its sole discretion, the County financially contributes to Inyo LAFCO's acquisition of insurance pursuant to the contract, section D, such contribution shall in no way reflect an assumption of any responsibility for any losses caused or sustained by Inyo LAFCO.
- J. Maintain the Inyo LAFCO website in compliance with Government Code § 56661.
- K. Maintain membership in CALAFCO, and provide training of LAFCO Commissioners and staff involved in support of LAFCO.

ATTACHMENT B

**AGREEMENT BETWEEN THE COUNTY OF INYO
AND THE INYO LOCAL AGENCY FORMATION COMMISSION
FOR THE PROVISION OF SERVICES**

TERM:

FROM: July 1, 2021 **TO:** June 30, 2022

HOURLY RATES (NON OVERTIME) OF COUNTY PERSONNEL INCLUDING BENEFITS:

County employees shall be at rates and benefits as set forth for such employees by the Board of Supervisors. The hourly rate for County Counsel, Senior Assistant County Counsel and Deputy County Counsel shall be \$151.00 per hour or such rate as established by Code, whichever is higher.



County of Inyo



Planning Department

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 15, 2021

FROM: Cathreen Richards

SUBJECT:

RECOMMENDED ACTION:

Request Board: A) declare Roux Associates, Inc./Andy Zdon a sole-source provider of independent contractor services; and B) approve Standard Contract No. 156 between the County of Inyo and Roux Associates, Inc. /Andy Zdon for the provision of hydrological services including but not limited to the review of any new groundwater data and/or modeling relevant to the to the County's previous comments on the Supplemental Environmental Impact Statement and long standing contentions related to the proposed Yucca Mountain high-level radioactive waste repository.

SUMMARY/JUSTIFICATION:

Inyo County has been involved as an Affected Unit of Local Government (AULG) throughout the Yucca Mountain high-level radioactive waste repository proceedings and Andy Zdon has provided consistent and high quality consulting services for the evaluation and monitoring of groundwater concerning it. The County has had Andy Zdon under contract since 2014 to the present, for professional hydrological services associated with groundwater and the proposed Yucca Mountain repository. This new contract is proposed as Mr. Zdon has changed environmental firms. A new contract is the cleanest way to change Andy Zdon's to a new company. This contract is not to exceed \$20,000 and is for the period between July 1, 2021-June 30, 2022.

SOLE SOURCE REQUEST FOR INDEPENDENT CONTRACTOR

The Inyo County Planning Department is requesting to sole source Roux Associates, Inc. /Andy Zdon as an independent contractor to provide technical expertise in the review of groundwater issues, modeling and monitoring as related to the proposed Yucca Mountain high-level radioactive waste repository; the County's comments on the SEIS; and long-standing contentions. Reports will be prepared regarding these activities to assist the County in supporting its exiting contentions or crafting new contentions based on significant changes to groundwater conditions found from new data and/or modeling, compared to what is in the SEIS. Andy Zdon was chosen by the County for professional services in 2014 to evaluate and prepare comments on the Draft SEIS that were submitted to the NRC from the County in November 2015. Andy Zdon has stayed under contract with the County until the present for follow up review of the proposed Yucca Mountain repository and SEIS issues. Staff is proposing the new contract due to a change in environmental firms that Andy Zdon's currently works for. His tasks regarding Yucca Mountain will not change and his previous experience with the SEIS comments and working knowledge of the hydrologic models, wells and groundwater issues in the Amargosa, Tecopa and Shoshone area cannot be duplicated. For this reason the sole source contract is being requested.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

- Do not approve the Request to Sole Source for Independent Contractor and direct staff to prepare a RFP soliciting consulting services. This option would not likely produce the same level of experience and expertise.
- Direct staff to modify the contract.

OTHER AGENCY INVOLVEMENT:

US Department of Energy; other Affected Units of Local Government

FINANCING:

Projects and oversight of the proposed Yucca Mountain repository are paid with grant funding from the Department of Energy through the Yucca Mountain Oversight Budget (620605).

ATTACHMENTS:

1. Roux Associates, Inc./Andy Zdon Contract

APPROVALS:

Cathreen Richards	Created/Initiated - 5/19/2021
Darcy Ellis	Approved - 5/19/2021
Amy Shepherd	Approved - 5/20/2021
Sue Dishion	Approved - 5/20/2021
Marshall Rudolph	Approved - 5/20/2021
Cathreen Richards	Final Approval - 6/1/2021

AGREEMENT BETWEEN COUNTY OF INYO
AND Roux Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Hydrological Consulting Services services of Roux Associates, Inc. (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Consultant shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Consultant to perform under this Agreement will be made by the Inyo County Planning Director. Requests to the Consultant for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Consultant by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Consultant the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Consultant at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement and, as applicable, as set forth, in Attachment E, attached hereto and incorporated herein.

2. TERM.

The term of this Agreement shall be from July 1, 2021 to June 30, 2022 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay Consultant in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Consultant at the County's request.

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement. Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Consultant for approval to incur travel and per diem expenses shall be submitted to the Inyo County Planning Director. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Consultant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Consultant without the prior approval of the County.

C. No additional consideration. Except as expressly provided in this Agreement, Consultant shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Consultant shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed \$20,000 _____ Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed, including travel or per diem, which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Consultant's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Consultant's when it is anticipated that total annual payments to Consultant under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- (4) The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Consultant's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Consultant that the performance of these services and work will require a varied schedule. Consultant will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Consultant to provide the services and work described in attachment A must be procured by Consultant and be valid at the time Consultant enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Consultant at no expense to the County. Consultant will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Consultant and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Consultant shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Consultant to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Consultant, for any expense or cost incurred by Consultant in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Consultant in providing and maintaining such items is the sole responsibility and obligation of Consultant.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Consultant by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Consultant will use reasonable care to protect, safeguard and maintain such items while they are in Consultant's possession. Consultant will be financially responsible for any loss or damage to such items, partial or total, which is the result of Consultant's negligence.

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, s, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result,

product, or manifestation of, Consultant's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

For the duration of this Agreement Consultant shall procure and maintain insurance of the scope and amount specified in Attachment D and with the provisions specified in that attachment.

9. STATUS OF CONSULTANT.

All acts of Consultant, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent Consultant's, and not as agents, officers, or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Consultant is to be considered an employee of County. It is understood by both Consultant and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent Consultant:

A. Consultant shall determine the method, details, and means of performing the work and services to be provided by Consultant under this Agreement.

B. Consultant shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement.

C. Consultant, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent Consultant's, and not as employees of County.

10. DEFENSE AND INDEMNIFICATION.

For professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of professional services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County.

Contractor shall hold harmless, defend, and indemnify County and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the **active negligence**, sole negligence, or willful misconduct of the County.

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Agreement, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Consultant, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities,

expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

11. RECORDS AND AUDIT.

A. Records. Consultant shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Consultant shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Consultant may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Consultant, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

12. NONDISCRIMINATION.

During the performance of this Agreement, Consultant, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Consultant and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Consultant shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

13. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Consultant thirty (30) days written notice of such intent to cancel. Consultant may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

14. ASSIGNMENT.

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience, and training of Consultant as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

15. DEFAULT.

If the Consultant abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Consultant in default and terminate this Agreement upon five (5) days written notice to Consultant. Upon such termination by default, County will pay to Consultant all amounts owing to Consultant for services and work satisfactorily performed to the date of termination.

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

17. CONFIDENTIALITY.

Consultant further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Consultant in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Consultant agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Consultant only with the express written consent of the County. Any disclosure of confidential information by Consultant without the County's written consent is solely and exclusively the legal responsibility of Consultant in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

18. CONFLICTS.

Consultant agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

19. POST AGREEMENT COVENANT.

Consultant agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Consultant agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any County, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Consultant by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

20. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Consultant of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

22. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

23. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Consultant or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo:	
Inyo County Planning Department	Department
PO Drawer L	Address
Independence, CA 93526	City and State

Consultant:	
Roux Associates, Inc.	Name
555 12th Street, Suite 250	Address
Oakland, CA 94607	City and State

24. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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AGREEMENT BETWEEN COUNTY OF INYO
AND Roux Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, _____.

COUNTY OF INYO

CONSULTANT

By: _____

By: *R Maxwell*

Dated: _____

Signature
Richard Maxwell
Print or Type Name

Dated: 5/17/2021

APPROVED AS TO FORM AND LEGALITY:

Grace Chudla
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Cathy Shepherd
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Caron Holmberg
County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Roux Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

TERM:

FROM: July 1, 2021

TO: June 30, 2022

SCOPE OF WORK:

1. Contractor shall assist the County in the continued review, evaluation and reporting of hydrological data and information related to the County's comments on the Final Supplemental Environmental Impact Statement (SEIS) that was prepared by the U.S. Nuclear Regulatory Commission (NRC) addressing the post closure impacts of the proposed Yucca Mountain nuclear waste repository on groundwater resources. The review, evaluation and reporting of the hydrological data and information will also be used to support and update, as appropriate, the County's long-standing contentions. This work shall include, but not be limited to, a review of any new hydrological models produced or updates to the Death Valley Regional Groundwater models (1-3) that might result in evidence that shows significant changes to groundwater issues compared to what was illustrated in the SEIS.
2. Contractor shall conduct monitoring of wells located in the Amargosa, Tecopa and Shoshone area for a total of no more than 1-time annually. Evaluation and reporting of the results of these monitoring events will be prepared for the County including any findings relevant to the County previous comments on the SEIS or evidence that shows significant changes to groundwater issues compared to what was illustrated in the SEIS. These findings will also be used as appropriate to support the County's long-standing contentions.
3. Contractor shall receive direction as to the scope of the work to be performed from the Inyo County Planning Department and/or the Inyo County County Counsel.
4. Contractor shall provide all secretarial and clerical support reasonably and customarily necessary to perform the services described in this Agreement.
5. Contractor shall maintain and retain files and materials on cases and other matters upon which he/she is working. Once completed, Contractor may deliver the files and materials to the Inyo County Planning Department for storage.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Roux Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

TERM:

FROM: July 1, 2021

TO: June 30, 2022

SCHEDULE OF FEES:

1. COMPENSATION:

County shall pay to Contractor for the work and services as described in Attachment A which are performed by the Contractor at County's request, at a rate not to exceed \$20,000.

2. INCIDENTAL EXPENSES:

County shall reimburse Contractor for those incidental expenses which are necessarily incurred by Contractor in providing the services and work under this Agreement. Reimbursement for incidental expenses shall be paid out of, and not in excess of, the amount of \$20,000.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Roux Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

TERM:

FROM: July 1, 2021

TO: June 30, 2022

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Contractor will be compensated only for expenses incurred while performing tasks specified in the Scope of Work. Travel and Per Diem expenses will be paid out of the \$20,000 total cost of the contracted work and travel only for tasks included in the Scope of Work will be reimbursed.

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND Roux Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

TERM:

FROM: July 1, 2021 **TO:** June 30, 2022

SEE ATTACHED INSURANCE PROVISIONS

ATTACHMENT E

AGREEMENT BETWEEN COUNTY OF INYO
AND Roux Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services SERVICES

TERM:

FROM: July 1, 2021

TO: June 30, 2022

FEDERAL FUNDS ADDENDUM

1. Section 12, Part B, *Inspections and Audits*, of the contract is amended to read;

"Any authorized representative of the County, or of a *federal, or state agency* shall have access to any books, documents, papers, records, including, but not limited to, financial records of the Consultant, which the County or *federal or state agency* determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. Further, the County or *federal or state agency* has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement. Copies of any of these records shall be furnished, if requested."
2. **Covenant Against Contingent Fees.** The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
3. **Delays and Extensions.** The term of the contract may be extended in the case of unavoidable delays, changes in the scope of work or level of effort required to meet the project objectives, and for consideration of corresponding warranted adjustments in payment. An extension of contract time is granted as described in Section 23, *Amendment*, of the contract.
4. **Termination or Abandonment.** The provisions of Section 15, *Default*, will also apply if the contract is terminated because of circumstances beyond the control of the consultant. The provisions of the section entitled "**County Property**" Section 7.B., shall apply to any partially completed work if the contract is terminated or abandoned.
5. **General Compliance with Laws and Wage Rates.** The consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.

Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ATTACHMENT E - Continued

AGREEMENT BETWEEN COUNTY OF INYO
AND Roux Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services SERVICES

TERM:

FROM: July 1, 2021

TO: June 30, 2022

FEDERAL FUNDS ADDENDUM

6. **Consultant's Endorsement on PS&E/Other Data.** The consultant's responsible engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.
7. **Disadvantaged Business Enterprise Considerations.** Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26. The Consultant shall comply with the applicable provisions of Exhibit 10-I, "Notice to Proposers Disadvantaged Business Enterprise Information," and Exhibit 10-J, "Standard Agreement for Subcontractor/DBE Participation," that were included in the Request for Statements of Qualifications,
8. **Safety.** The consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the county's project manager and other county representatives. Consultant personnel shall wear hard hats and safety vests at all time when working on the construction project site.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the county has determined that such areas are within the limits of the project and are open to public traffic. The Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this contract shall contain all of the provisions of the Article.

9. **Certifications.** Exhibits 10-F "Certification of Consultant, Commissions & Fees" and 10-G, "Certification of Agency" are included as attachments to the contract and made a part of.



County of Inyo



Planning Department - Yucca Mountain

CONSENT - ACTION REQUIRED

MEETING: June 15, 2021

FROM: Cathreen Richards

SUBJECT: Amendment 5 to the contract with the Hydrodynamics Group LLC.

RECOMMENDED ACTION:

Request Board approve Amendment No. 5 to the contract between County of Inyo and the Hydrodynamics Group (Hydrodynamics) to amend Section 2 – Term of the agreement to be July 1, 2016 through June 30, 2022, contingent upon the Board's adoption of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Inyo County has been involved as an Affected Unit of Local Government (AULG) throughout the Yucca Mountain high-level radioactive waste repository proceedings. The Hydrodynamics Group LLC has provided consistent and high quality consulting services for the evaluation and monitoring of groundwater regarding the proposed Yucca Mountain repository during this time.

The County had the Hydrodynamics Group LLC under contract from 1997-2013 for professional services regarding groundwater and the proposed Yucca Mountain repository, but let it lapse when the licensing proceedings were halted by the NRC. On June 24, 2014 the County entered into a new sole-source Contract with Hydrodynamics to provide technical expertise in the review and evaluation of the Department of Energy's (DOE) Supplemental Environmental Impact Statement (SEIS) with regard to technical reports, data and information on groundwater impacts of the proposed Yucca Mountain repository and any updates to the 2009 report titled: Analysis of Post Closure Groundwater Impacts for a Geologic Repository for the Disposal of Spent Nuclear Fuel and High-Level Radioactive Waste at Yucca Mountain, Nye County, Nevada. Once this work was completed, this contract also lapsed due to inactivity. The County entered into a new sole-source Contract with Hydrodynamics on July 1, 2016 for further review of the SEIS. The contract was amended on June 27, 2017 extending the time of the contract to end on June 30, 2018; on June 5, 2018 to extend it to June 30, 2019; on June 11, 2019, to extend to June 30, 2020 and on May 5th 2020 to extend to June 30, 2021. The contract with Hydrodynamics is now proposed to be amended to extend the time of the contract to end on June 30, 2022 (attached).

Recent conversations regarding Yucca Mountain indicate that there is still some interest in storing high-level radioactive waste at it and this could open the possibility of the licensing proceedings to restart. It would be in the County's best interest to keep its consultants under contract in case the licensing proceedings or other activities related to Yucca Mountain are to begin again. Funding for Yucca Mountain oversight by the County is funded through money the County receives from the Department of Energy.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could not approve the amendment. This is not recommended as Hydrodynamics' history and expertise are valuable assets for the County to utilize in reviewing and commenting on activities related to Yucca Mountain.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Projects and oversight of the proposed Yucca Mountain repository are paid with funding through the Department of Energy, and fund balance is available to offset these costs. These amendments do not affect the Yucca Mountain Oversight Budget (620605). If additional funding is required in the future for this work, staff will propose a budget amendment.

ATTACHMENTS:

1. Hydrodynamics Group Contract Amendment 5

APPROVALS:

Cathreen Richards	Created/Initiated - 5/12/2021
Darcy Ellis	Approved - 5/12/2021
Sue Dishion	Approved - 5/13/2021
Marshall Rudolph	Approved - 5/13/2021
Amy Shepherd	Approved - 5/13/2021
Cathreen Richards	Final Approval - 5/17/2021

**AMENDMENT NO. FIVE TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and The Hydrodynamics Group (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated June 14, 2016 on County of Inyo Standard Contract No. 156 for the term from July 1, 2016 to June 30, 2017.

WHEREAS, on June 27, 2017 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2018.

WHEREAS, on June 5, 2018 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2019.

WHEREAS, on June 11, 2019 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2020.

WHEREAS, on May 5, 2020 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2020 to June 30, 2021.

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

WHEREAS, County and Contractor do desire to consent to amend such Agreement as set forth below.

County and Contractor hereby amend such Agreement as follows:

- Amend Section 2 - TERM to July 1, 2016 to June 30, 2022
- Amend Section 3 - CONSIDERATION at Subsection D – Limit upon payable under Agreement. Shall not exceed \$30,000

2021 JUN 11 AM 11:29

**AMENDMENT NO. FIVE TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND
THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS ___ DAY OF _____, _____.

COUNTY

CONTRACTOR

By: _____

By: Michael J. King

Dated: _____

Dated: April 19, 2021

APPROVED AS TO FORM AND LEGALITY:

Debra Church
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

Aaron Holmberg
County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO
AND The Hydrodynamics Group, LLC
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Hydrological Consulting Services services of The Hydrodynamics Group, LLC (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Consultant shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Consultant to perform under this Agreement will be made by the Inyo County Planning Director. Requests to the Consultant for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Consultant by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Consultant the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Consultant at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement and, as applicable, as set forth, in Attachment E, attached hereto and incorporated herein.

2. TERM.

The term of this Agreement shall be from July 1, 2016 to June 30, 2017 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay Consultant in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Consultant at the County's request.

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement. Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Consultant for approval to incur travel and per diem expenses shall be submitted to the Inyo County Planning Director. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Consultant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Consultant without the prior approval of the County.

C. No additional consideration. Except as expressly provided in this Agreement, Consultant shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Consultant shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed \$20,000 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed, including travel or per diem, which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Consultant's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Consultant's when it is anticipated that total annual payments to Consultant under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- (4) The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Consultant's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Consultant that the performance of these services and work will require a varied schedule. Consultant will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Consultant to provide the services and work described in attachment A must be procured by Consultant and be valid at the time Consultant enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Consultant at no expense to the County. Consultant will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Consultant and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Consultant shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Consultant to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Consultant, for any expense or cost incurred by Consultant in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Consultant in providing and maintaining such items is the sole responsibility and obligation of Consultant.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Consultant by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Consultant will use reasonable care to protect, safeguard and maintain such items while they are in Consultant's possession. Consultant will be financially responsible for any loss or damage to such items, partial or total, which is the result of Consultant's negligence.

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, s, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result,

product, or manifestation of, Consultant 's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

For the duration of this Agreement Consultant shall procure and maintain insurance of the scope and amount specified in Attachment D and with the provisions specified in that attachment.

9. STATUS OF CONSULTANT.

All acts of Consultant, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent Consultant's, and not as agents, officers, or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Consultant is to be considered an employee of County. It is understood by both Consultant and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent Consultant:

A. Consultant shall determine the method, details, and means of performing the work and services to be provided by Consultant under this Agreement.

B. Consultant shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement.

C. Consultant, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent Consultant's, and not as employees of County.

10. DEFENSE AND INDEMNIFICATION.

For professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of professional services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County.

Contractor shall hold harmless, defend, and indemnify County and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or In part by any negligent act or omission of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the **active negligence**, sole negligence, or willful misconduct of the County.

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Agreement, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Consultant, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities,

expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

11. RECORDS AND AUDIT.

A. Records. Consultant shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Consultant shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Consultant may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Consultant, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

12. NONDISCRIMINATION.

During the performance of this Agreement, Consultant, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Consultant and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Consultant shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

13. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Consultant thirty (30) days written notice of such intent to cancel. Consultant may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

14. ASSIGNMENT.

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience, and training of Consultant as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

15. DEFAULT.

If the Consultant abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Consultant in default and terminate this Agreement upon five (5) days written notice to Consultant. Upon such termination by default, County will pay to Consultant all amounts owing to Consultant for services and work satisfactorily performed to the date of termination.

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

17. CONFIDENTIALITY.

Consultant further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Consultant in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Consultant agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Consultant only with the express written consent of the County. Any disclosure of confidential information by Consultant without the County's written consent is solely and exclusively the legal responsibility of Consultant in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

18. CONFLICTS.

Consultant agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

19. POST AGREEMENT COVENANT.

Consultant agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Consultant agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any County, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Consultant by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

20. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Consultant of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

22. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

23. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Consultant or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo:	
Inyo County Planning Department	Department
PO Drawer L	Address
Independence, CA 93526	City and State

Consultant:	
The Hydrodynamics Group, LLC	Name
18711 76th Avenue West	Address
Edmonds, WA 98626	City and State

24. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.


///

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AGREEMENT BETWEEN COUNTY OF INYO
AND The Hydrodynamics Group, LLC
FOR THE PROVISION OF Hydrological Consulting Services SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____.

COUNTY OF INYO

By: 
Dated: 6-14-16

CONSULTANT

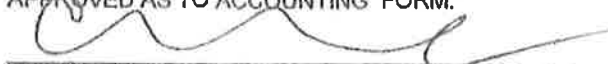
By: Michael J. King
Signature
Michael J. King
Print or Type Name
Dated: May 11, 2016

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



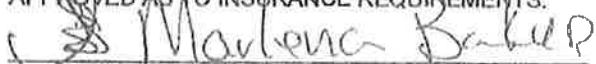
County Auditor


APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:



County Risk Manager


ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND The Hydrodynamics Group, LLC
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

TERM:

FROM: July 1, 2016

TO: June 30, 2017

SCOPE OF WORK:

1. Contractor shall assist the County in the review and evaluation of the Final Supplemental Environmental Impact Statement (SEIS) that was prepared by the U.S. Nuclear Regulatory Commission (NRC) addressing the post closure impacts of the proposed Yucca Mountain nuclear waste repository on groundwater resources, for the level and quality of the NRC responses to the County's comments on the Draft SEIS. This work shall include, but not be limited to, a review to ensure that the NRC responded to each of the County's comments on the DRAFT SEIS; an evaluation of the responses to ensure the County's concerns have been addressed appropriately; provide a written summary of these findings; and be prepared to assist the County in supporting its existing contentions or crafting new contentions based on the comments and concerns the County has submitted to the NRC. This work may also include evaluating any new models or information introduced by the NRC in the Final SEIS.
2. Contractor shall receive direction as to the scope of the work to be performed from the Inyo County Planning Department and/or the Inyo County County Counsel.
3. Contractor shall provide all secretarial and clerical support reasonably and customarily necessary to perform the services described in this Agreement.
4. Contractor shall maintain and retain files and materials on cases and other matters upon which he/she is working. Once completed, Contractor may deliver the files and materials to the Inyo County Planning Department for storage.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND The Hydrodynamics Group, LLC
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

TERM:

FROM: July 1, 2016

TO: June 30, 2017

SCHEDULE OF FEES:

1. COMPENSATION:

County shall pay to Contractor for the work and services as described in Attachment A which are performed by the Contractor at County's request, at a rate not to exceed \$20,000.

2. INCIDENTAL EXPENSES:

County shall reimburse Contractor for those incidental expenses which are necessarily incurred by Contractor in providing the services and work under this Agreement. Reimbursement for incidental expenses shall not be paid in excess of the amount of Compensation (\$20,000).

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND The Hydrodynamics Group, LLC
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

TERM:

FROM: July 1, 2016

TO: June 30, 2017

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Contractor will be compensated only for expenses incurred while performing tasks specified in the Scope of Work. Travel and Per Diem expenses will be paid out of the \$20,000 total cost of the contracted work and travel only for tasks included in the Scope of Work will be reimbursed.

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND The Hydrodynamics Group, LLC
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

TERM:

FROM: July 1, 2016

TO: June 30, 2017

SEE ATTACHED INSURANCE PROVISIONS

ATTACHMENT E

AGREEMENT BETWEEN COUNTY OF INYO
AND The Hydrodynamics Group, LLC
FOR THE PROVISION OF Hydrological Consulting Services SERVICES

TERM:

FROM: July 1, 2016

TO: June 30, 2017

FEDERAL FUNDS ADDENDUM

1. Section 11, Part B, *Inspections and Audits*, of the contract is amended to read;

"Any authorized representative of the County, or of a *federal, or state agency* shall have access to any books, documents, papers, records, including, but not limited to, financial records of the Consultant, which the County or *federal or state agency* determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. Further, the County or *federal or state agency* has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement. Copies of any of these records shall be furnished, if requested."
2. **Covenant Against Contingent Fees.** The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
3. **Delays and Extensions.** The term of the contract may be extended in the case of unavoidable delays, changes in the scope of work or level of effort required to meet the project objectives, and for consideration of corresponding warranted adjustments in payment. An extension of contract time is granted as described in Section 23, *Amendment*, of the contract.
4. **Termination or Abandonment.** The provisions of Section 15, *Default*, will also apply if the contract is terminated because of circumstances beyond the control of the consultant. The provisions of the section entitled "**County Property**" Section 7.B., shall apply to any partially completed work if the contract is terminated or abandoned.
5. **General Compliance with Laws and Wage Rates.** The consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.

Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ATTACHMENT E - Continued

AGREEMENT BETWEEN COUNTY OF INYO
AND The Hydrodynamics Group, LLC
FOR THE PROVISION OF Hydrological Consulting Services SERVICES

TERM:

FROM: July 1, 2016

TO: June 30, 2017

FEDERAL FUNDS ADDENDUM

6. **Consultant's Endorsement on PS&E/Other Data.** The consultant's responsible engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.
7. **Disadvantaged Business Enterprise Considerations.** Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26. The Consultant shall comply with the applicable provisions of Exhibit 10-I, "Notice to Proposers Disadvantaged Business Enterprise Information," and Exhibit 10-J, "Standard Agreement for Subcontractor/DBE Participation," that were included in the Request for Statements of Qualifications,
8. **Safety.** The consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the county's project manager and other county representatives. Consultant personnel shall wear hard hats and safety vests at all time when working on the construction project site.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the county has determined that such areas are within the limits of the project and are open to public traffic. The Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this contract shall contain all of the provisions of the Article.

9. **Certifications.** Exhibits 10-F "Certification of Consultant, Commissions & Fees" and 10-G, "Certification of Agency" are included as attachments to the contract and made a part of.

- b. fully comply with **CONDITION 1** as if they were **you**.

Where **we** indemnify a **third party** as an additional insured under this Policy, this Policy will be primary and non-contributory to the **third party's** own insurance, but only if **you** and the **third party** have entered into a contract that contains a provision requiring this.

Where a **third party** is treated as an additional insured as a result of this Condition, any **claim** made by that **third party** against **you** will be treated by **us** as if they were a **third party** and not as an insured.

3. Agreement to pay claims (duty to defend)

We have the right and duty to take control of and conduct in **your** name the investigation, settlement or defense of any **claim**. **We** will not have any duty to pay **costs and expenses** for any part of a **claim** that is not covered by this Policy.

You may ask the **claims managers** to consider appointing **your** own lawyer to defend the **claim** on **your** behalf and the **claims managers** may grant **your** request if they consider **your** lawyer is suitably qualified by experience, taking into account the subject matter of the **claim**, and the cost to provide a defense.

We will endeavor to settle any **claim** through negotiation, mediation or some other form of alternative dispute resolution and will pay on **your** behalf the amount **we** agree with the claimant. If **we** cannot settle using these means, **we** will pay the amount which **you** are found liable to pay either in court or through arbitration proceedings, subject to the **limit of liability**.

We will not settle any **claim** without **your** consent. If **you** refuse to provide **your** consent to a settlement recommended by **us** and elect to continue legal proceedings in connection with the **claim**, any further **costs and expenses** incurred will be paid by **you**. As a consequence of **your** refusal, **our** liability for the **claim** will not be more than the amount for which the **claim** could have been settled had **you** consented, plus any **costs and expenses** incurred prior to the date of **your** refusal.

4. Calculation of business interruption losses

In respect of **INSURING CLAUSES 2 (SECTION F)** only and **5**, in the event of a claim for any financial loss sustained by **you**, **you** must provide the **claims managers** with **your** calculation of the financial loss including:

- a. how the loss has been calculated and what assumptions have been made; and
- b. supporting documents including account statements, sales projections and invoices.

If **we** are unable to agree with **your** calculation of the financial loss, **we** will appoint an independent expert agreed between **you** and **us** which will be paid for by **us**. If an independent expert cannot be agreed upon, one will be appointed by an arbitrator mutually agreed between **you** and **us** whose decision will be final and binding.

Once an independent expert has been appointed, their calculation of any financial loss sustained by **you** will be final and binding.

5. Cancellation

This Policy may be canceled with 30 days written notice by either **you** or **us**.

If **you** give **us** notice of cancellation, the return **premium** will be in proportion to the number of days that the Policy is in effect. However, if **you** have made a claim under this Policy there will be no return **premium**.

If **we** give **you** notice of cancellation, the return **premium** will be in proportion to the number of days that the Policy is in effect.

We also reserve the right of cancellation in the event that any amount due to **us** by **you** remains unpaid more than 60 days beyond the **inception date**. If **we** exercise this right of cancellation it will take effect from 14 days after the date the written notice of cancellation is issued.

The Policy Administration Fee will be deemed fully earned upon inception of the Policy.

6. Continuous cover

If **you** have neglected, through error or oversight only, to report an incident discovered by **you** that might give rise to a claim under this Policy during the period of a previous renewal of this Policy issued to **you** by **us**, then provided that **you** have maintained uninterrupted insurance of the same type with **us** since the expiry of that earlier Policy, **we** will permit the matter to be reported under this Policy and **we** will indemnify **you**, provided that:

- a. the indemnity will be subject to the applicable limit of liability of the earlier Policy under which the matter should have been reported or the **limit of liability**, whichever is the lower;
- b. **we** may reduce the indemnity entitlement by the monetary equivalent of any prejudice which has been suffered as a result of the delayed notification; and
- c. the indemnity will be subject to all of the terms and conditions of this Policy, other than a. above.

7. Cross liability and severability

In respect of **INSURING CLAUSE 3** only, where there is more than one entity insured under this Policy, and subject to the **limit of liability**, any **claim** made by one insured entity against another insured entity will be treated as if they are a **third party** and knowledge possessed by one insured entity will not be imputed to any other insured entity.

8. Establishing loss of contents

If **you** make a claim under this Policy for loss of **contents**, **you** must reasonably establish how and when the incident took place. This may include confirmation that the incident was reported to the appropriate law enforcement authorities and details of any investigation they undertook.

9. Extended reporting period

In respect of **INSURING CLAUSES 1 and 3 (SECTION F only)**, an extended reporting period of 60 days following the **expiry date** will be automatically granted at no additional premium. This extended reporting period will cover, subject to all other terms, conditions and exclusions of this Policy, **claims** first made against **you** during the **period of the policy** and reported to **us** during this extended reporting period.

No claim will be accepted by **us** in this 60 day extended reporting period if **you** are entitled to indemnity under any other insurance, or would be entitled to indemnity under such insurance if its limit of liability was not exhausted.

10. Optional extended reporting period

In respect of **INSURING CLAUSES 1 and 3 (SECTION F only)**, if **we** or **you** decline to renew or cancel this Policy then **you** will have the right to have issued an endorsement providing an optional extended reporting period for the

duration stated in the Declarations page which will be effective from the cancellation or non-renewal date. This optional extended reporting period will cover **claims** first made against **you** and reported to **us** during this optional extended reporting period but only in respect of any **claim** arising out of any act, error or omission committed prior to the date of cancellation or non-renewal and subject to all other terms, conditions and exclusions of this Policy.

If **you** would like to purchase the optional extended reporting period **you** must notify **us** and pay **us** the optional extended reporting period premium stated in the Declarations page within 30 days of cancellation or non-renewal.

The right to the optional extended reporting period will not be available to **you** where cancellation or non-renewal by **us** is due to non-payment of the **premium** or **your** failure to pay any amounts in excess of the applicable **limit of liability** or within the amount of the applicable **deductible** as is required by this Policy in the payment of claims.

At the renewal of this Policy, **our** quotation of different **premium, deductible**, limits of liability or changes in policy language will not constitute non-renewal by **us**.

11. **Fraudulent claims**

If it is determined by final adjudication, arbitral tribunal or written admission by **you**, that **you** notified **us** of any claim knowing it to be false or fraudulent in any way, **we** will have no responsibility to pay that claim, **we** may recover from **you** any sums paid in respect of that claim and **we** reserve the right to terminate this Policy from the date of the fraudulent act. If **we** exercise this right **we** will not be liable to return any **premium** to **you**. However, this will not affect any claim under this Policy which has been previously notified to **us**.

12. **Innocent non-disclosure**

We will not seek to avoid the Policy or reject any claim on the grounds of non-disclosure or misrepresentation except where the non-disclosure or misrepresentation was reckless or deliberate.

13. **Maintenance of employee automobile liability insurance**

It is a condition precedent to indemnity under **INSURING CLAUSE 3 (SECTIONS G and H only)** that all **employees** who operate an automobile in the course of **your** business activities will maintain in full force and effect for the **period of the policy** primary automobile liability insurance in an amount equal to, or greater than, the minimum primary automobile liability limits required in the state of registration of the automobile. If **you** make a **claim** under **INSURING CLAUSE 3 (SECTIONS G and H only)** and the **employee** has failed to meet these requirements then this Policy will only respond to provide excess coverage as though the requirements had been met, whereby **you** agree to pay all sums within and up to the required minimum limit.

14. **Mergers and acquisitions**

If **you** acquire an entity during the **period of the policy** whose annual revenue does not exceed 20% of the **company's** annual revenue, as stated in its most recent financial statements, cover is automatically extended under this Policy to include the acquired entity as a **subsidiary**.

If **you** acquire an entity during the **period of the policy** whose annual revenue exceeds 20% of the **company's** annual revenue, as stated in its most recent financial statements, cover is automatically extended under this Policy to include the acquired entity as a **subsidiary** for a period of 45 days.

We will consider providing cover for the acquired entity after the period of 45 days if:

- a. **you** give **us** full details of the entity within 45 days of its acquisition; and
- b. **you** accept any amendment to the terms and conditions of this Policy or agree to pay any additional **premium** required by **us**.

In the event **you** do not comply with a. or b. above, cover will automatically terminate for the entity 45 days after the date of its acquisition.

Cover for any acquired entity is only provided under this Policy for any act, error or omission committed on or after the date of its acquisition.

No cover will be automatically provided under this Policy for any acquired entity:

- a. whose business activities are materially different from **your** business activities;
- b. that has been the subject of any lawsuit, disciplinary action or regulatory investigation in the 3 year period prior to its acquisition; or
- c. that has experienced a **cyber event** in the 3 year period prior to its acquisition, if the **cyber event** cost more than the highest **deductible** of this Policy.

If during the **period of the policy you** consolidate, merge with or are acquired by another entity then all coverage under this Policy will terminate at the date of the consolidation, merger or acquisition unless **we** have issued an endorsement extending coverage, and **you** have agreed to any additional **premium** and terms of coverage required by **us**.

15. **Our rights of recovery**

If **we** make any payment under this Policy then **you** must maintain all of **your** rights of recovery in respect of this payment against any **third party** and make these available to **us** where possible.

We will not exercise any rights of recovery against **employees** or the estates, heirs, legal representatives or assigns of any **employee** in the event of their death, incapacity, insolvency or bankruptcy unless this is in respect of any fraudulent or dishonest acts or omissions as proven by final adjudication, arbitral tribunal or written admission by **you**.

Any recoveries will be applied in proportion to the amounts paid by **you** and **us** in relation to the claim under this Policy.

16. **Waiver of subrogation**

Notwithstanding **CONDITION 15**, **we** agree to waive **our** rights of recovery against any **third party** if, prior to the claim or incident which **you** reasonably expected to give rise to a claim, **you** entered into a contract that contains a provision requiring **you** to do this.

17. **Prior subsidiaries**

Should an entity cease to be a **subsidiary** after the **inception date**, cover in respect of the entity will continue as if it was still a **subsidiary** during the **period of the policy**, but only in respect of an act, error, omission or event occurring prior to the date that it ceased to be a **subsidiary**.

**AMENDMENT NO. FOUR TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and The Hydrodynamics Group (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated June 14, 2016 on County of Inyo Standard Contract No. 156 for the term from July 1, 2016 to June 30, 2017.

WHEREAS, on June 27, 2017 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2018.

WHEREAS, on June 5, 2018 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2019.

WHEREAS, on June 11, 2019 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2020.

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

WHEREAS, County and Contractor do desire to consent to amend such Agreement as set forth below.

County and Contractor hereby amend such Agreement as follows:

- Amend Section 2 - TERM to July 1, 2016 to June 30, 2021

**AMENDMENT NO. FOUR TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND
THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 8th DAY OF May, 2020.

COUNTY

CONTRACTOR

By: [Signature]

By: Michael J. King

Dated: 05/08/20

Dated: April 4, 2020

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

**AMENDMENT NO. THREE TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and The Hydrodynamics Group (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated June 14, 2016 on County of Inyo Standard Contract No. 156 for the term from July 1, 2016 to June 30, 2017.

WHEREAS, on June 27, 2017 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2018.

WHEREAS, on June 5, 2018 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2019.

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

WHEREAS, County and Contractor do desire to consent to amend such Agreement as set forth below.

County and Contractor hereby amend such Agreement as follows:

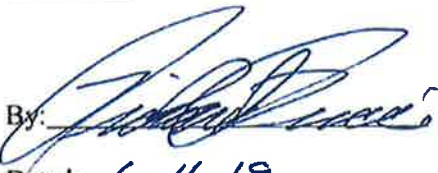
- Amend Section 2 - TERM to July 1, 2016 to June 30, 2020

AMENDMENT NO. THREE TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND
THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 14 DAY OF June, 2019.

COUNTY

CONTRACTOR

By: 

By: Michael J. King

Dated: 6-11-19

Dated: April 30, 2019

APPROVED AS TO FORM AND LEGALITY:


County Counsel

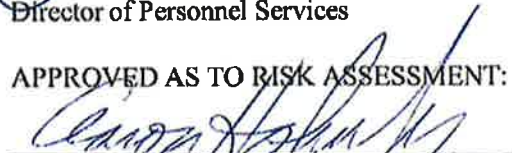
APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

**AMENDMENT NO. TWO TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and The Hydrodynamics Group (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated June 14, 2016 on County of Inyo Standard Contract No. 156 for the term from July 1, 2016 to June 30, 2017.

WHEREAS, on June 27, 2017 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2018.

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

WHEREAS, County and Contractor do desire to consent to amend such Agreement as set forth below.

County and Contractor hereby amend such Agreement as follows:

- Amend Section 2 - TERM to July 1, 2016 to June 30, 2019

**AMENDMENT NO. TWO TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND
THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 5th DAY OF June, 2018.

COUNTY

CONTRACTOR

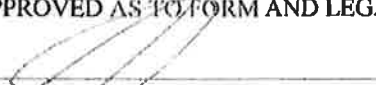
By: 

By: Michael J. King


Dated: 6-5-18

Dated: April 19, 2018

APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

**AMENDMENT NO. ONE TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and The Hydrodynamics Group (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated June 14, 2016 on County of Inyo Standard Contract No. 156 for the term from July 1, 2016 to June 30, 2017.

WHEREAS, County and Contractor do desire to consent to amend such Agreement as set forth below.

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

WHEREAS, County and Contractor do desire to consent to amend such Agreement as set forth below.

County and Contractor hereby amend such Agreement as follows:

Amend Section 2 - TERM to July 1, 2016 to June 30, 2018

AMENDMENT NO. ONE TO THE AGREEMENT BETWEEN THE COUNTY OF
INYO AND
THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 27th DAY OF June, 2017.

COUNTY

CONTRACTOR


By: Mark Jell

By: May 30, 2017


Dated: 6/27/17

Dated: Michael J. King

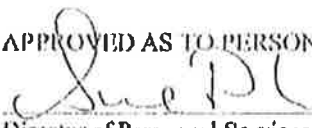
APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager



County of Inyo



Probation

CONSENT - ACTION REQUIRED

MEETING: June 15, 2021

FROM: Jeffrey Thomson

SUBJECT: Approve Agreement # 3 between the County of Inyo and Tuolumne County

RECOMMENDED ACTION:

Request Board approve Amendment No. 3 to the Agreement between the County of Inyo and the County of Tuolumne to extend the Agreement from July 1, 2021 to June 30, 2022 with the daily rate per youth placed at the Mother Lode Regional Juvenile Detention Facility at \$175.00 per day with a guarantee of one (1) bed at the Tuolumne Juvenile Hall at a daily rate of \$150.00 and \$175.00 per day for every subsequent bed used by Inyo County, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson and Chief Probation Officer to sign.

SUMMARY/JUSTIFICATION:

As a result of transitioning the Inyo County Juvenile Center from a full service juvenile hall to a special purpose juvenile hall, the County of Inyo entered into an agreement with Tuolumne County on September 22, 2017, to obtain facilities and services for the detention and/or commitment of juvenile offenders.

In the last 3 years Inyo County has averaged approximately 3 youth per day detained in any of the five (5) juvenile halls that Inyo has a memorandum of agreement with for detention beds. These MOAs include: El Dorado County at a cost of \$90/day for detention and \$100/day for the commitment program; Kern County at a cost of \$175/day for detention and \$200/day for the commitment program; Nevada County at a cost of \$125/day; and Tulare County at a cost of \$135/day.

In an effort to utilize detention beds in the most cost effective way, a contract with Tuolumne for one (1) guaranteed bed is recommended. It became quite apparent, especially during this period of pandemic, that a guaranteed bed is needed. The probation department, on several occasions in the last few months, was unable to detain youth due to the fact that Juvenile Halls across the State were not accepting any out-of-county youth. In addition, if the State is successful in closing the Department of Juvenile Justice facilities (DJJ), it will become increasingly difficult to secure a bed for our local youth who may be in need of detention. It is the expectation of the Governor that all youthful offenders will be detained in local county facilities. The State no longer will house youthful offenders. This means that youth who were previously committed to DJJ will be detained in local facilities thereby decreasing the number of beds available to counties who do not have a juvenile hall. Currently there are 16 counties that do not have a juvenile hall.

Tuolumne has agreed to reduce the \$175.00/day rate to \$150/day if Inyo enters into a contract for a guaranteed

bed. Since the distance traveled to Tuolumne Juvenile Hall almost doubles during the winter months when the pass is closed, Tuolumne County has agreed that the contract would be effective only during the times the pass is open.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

These funds will be taken out of the Out Of County budget (023101) Professional Services (5265).

ATTACHMENTS:

1. FY 20-21 Fully Executed Amendment #1
2. FY 20-21 Fully Executed Amendment #2
3. Tuolumne County Memorandum of Understanding effective July 2017
4. FY 21-22 Amendment #3

APPROVALS:

Krystal Leonard	Created/Initiated - 5/24/2021
Darcy Ellis	Approved - 5/24/2021
Krystal Leonard	Approved - 6/4/2021
Marshall Rudolph	Approved - 6/4/2021
Amy Shepherd	Approved - 6/4/2021
Krystal Leonard	Approved - 6/4/2021
Jeffrey Thomson	Final Approval - 6/4/2021

AMENDMENT #1 TO
MEMORANDUM OF UNDERSTANDING
FOR
PLACEMENT OF INYO COUNTY DETAINED JUVENILES AT THE
MOTHER LODGE REGIONAL JUVENILE DETENTION FACILITY

This Amendment #1 ("Amendment #1") is entered into this 12th day of October, 2020 by and between the County of Tuolumne ("County") and the County of Inyo ("Agency").

WHEREAS, on July 28, 2017, the County and the Agency entered into a Memorandum of Understanding ("MOU") for the placement of Agency's detained juveniles at the County's Mother Lode Regional Juvenile Detention Facility ("Facility"); and

WHEREAS, the County and Agency desire to amend the term of the MOU effective July 12, 2020, through June 30, 2021; and

WHEREAS, the County and the Agency desire to amend the Services outlined in the MOU as detailed herein.

NOW THEREFORE, THE COUNTY AND THE AGENCY AGREE as follows:

1. Section 2. TERM is amended to read as follows:

The term of Amendment #1 to this MOU shall commence on July 12, 2020 and terminate on June 30, 2021, unless extended as provided by this MOU.


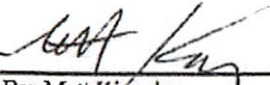


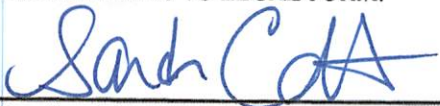

This MOU may be extended for up to two (2) additional one (1) year periods, through June 30, 2023, by written amendment signed by both parties.

2. Section 2. TERM, B. PAYMENT is amended to read as follows:

- i. Board and Care: The Agency shall pay the County for the costs of board and care for each juvenile placed at the Facility under this MOU per each 24-hour period or portion thereof at the following rates:
 - a. \$175.00 per day per bed, on a space available basis, invoiced monthly.
 - b. Any other unanticipated and/or extraordinary costs directly attributed to any of the Agency's juveniles placed in the County's Facility not covered by this MOU will be the responsibility of the Agency, and will be billed directly where possible, or billed on the monthly invoice. County will advise Agency as early as possible regarding any anticipated or incurred expenses to the best of their ability.
 - c. Rates are subject to change by the County's Chief Probation Officer upon provision of thirty (30) days advance written notice to the Agency of said change.

4. Except as amended herein, all other terms and conditions of the MOU shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment #1 as of the date written above.

COUNTY OF TUOLUMNE	COUNTY OF INYO
	
By: Tracie Riggs County Administrative Officer	By: Matt Kingsley Chair, Board of Supervisors
	
By: Dan Hawks Chief Probation Officer	By: Jeffrey L. Thomson Chief Probation Officer
APPROVED AS TO LEGAL FORM:	APPROVED AS TO LEGAL FORM:
	
By: Sarah Carrillo County Counsel	By: Grace Chuchla Deputy County Counsel

AMENDMENT #2 TO
MEMORANDUM OF UNDERSTANDING
FOR
PLACEMENT OF INYO COUNTY DETAINED JUVENILES AT THE
MOTHER LODE REGIONAL JUVENILE DETENTION FACILITY

This Amendment # 2 ("Amendment #2") is entered into this 20th day of October, 2020, by and between the County of Tuolumne ("County") and the County of Inyo ("Agency").

WHEREAS, on July 28, 2017, the County and the Agency entered into a Memorandum of Understanding ("MOU") for the placement of Agency's detained juveniles at the County's Mother Lode Regional Juvenile Detention Facility ("Facility"); and

WHEREAS, the County and Agency desire to amend the term of the MOU effective July 12, 2020, through June 30, 2021; and

WHEREAS, the County and the Agency desire to amend the Services outlined in the MOU as detailed herein.

NOW THEREFORE, THE COUNTY AND THE AGENCY AGREE as follows:

1. Section 2. TERM is amended to read as follows:

The term of Amendment #2 to this MOU shall commence on July 12, 2020, and terminate on June 30, 2021, unless extended as provided by this MOU.

This MOU may be extended for up to two (2) additional one (1) year periods, through June 30, 2023, by written amendment signed by both parties.

2. Section 2. TERM, A. SERVICES is amended to read as follows:

- i. The County shall provide one (1) "guaranteed" bed in its Facility for the Agency to utilize as needed for each day coinciding with the Highway 108 Sonora Pass being open for travel as determined by the California Department of Transportation during the term of this Amendment #1.
- ii. One guaranteed bed space shall mean the Agency pays County for the bed regardless of it being used to house an Agency youth for approximately six (6) months out of each year that coincides with the Sonora Pass being open for travel. It also means that during this time period when the Agency has a need to house a youth at the facility, the Agency will have one bed space dedicated to it for its use, which may require County to remove other youth in order to accommodate Agency's need for the one (1) bed space.
- iii. If the Agency's juvenile who begins occupying the guaranteed bed while Sonora Pass is open continues to occupy the bed while it is closed, the Agency shall be charged the guaranteed bed rate described in Section 2.B.i.a. for the duration of that juvenile's stay at the Facility.

- iv. In the event a youth occupying a guaranteed bed needs to be removed to maintain for the safety of the youth and/or safety of the staff the Facility, the Chief Probation Officer or Facility Superintendent agrees to notify the Inyo County Chief Probation of the factors necessitating the need for removal in order to determine if said factors can be mitigated to prevent the need for removal. The Tuolumne County Chief Probation Officer or designee will make the final determination as to whether the safe functioning of the Facility requires removal.
- v. The County shall provide "additional" bed(s) at any time for the Agency to utilize as needed, if beds are available. Any additional bed(s) will be provided on a space available basis as determined by the County's Chief Probation Officer in his or her sole discretion.

3. Section 2. TERM, B. PAYMENT is amended to read as follows:

- i. Board and Care: The Agency shall pay the County for the costs of board and care for each juvenile placed at the Facility under this MOU per each 24-hour period or portion thereof at the following rates:
 - a. \$150.00 per day per bed for one (1) bed, which shall be deemed a "guaranteed" bed space available for use by Agency for the time period described in Section 2.A.i. of this Amendment #1, invoiced monthly.
 - b. \$175.00 per day per bed for additional bed(s) beyond the one (1) guaranteed bed minimum, on a space available basis, invoiced monthly.
 - c. Any other unanticipated and/or extraordinary costs directly attributed to any of the Agency's juveniles placed in the County's Facility not covered by this MOU will be the responsibility of the Agency, and will be billed directly where possible, or billed on the monthly invoice. County will advise Agency as early as possible regarding any anticipated or incurred expenses to the best of their ability.
 - d. If the Facility ceases operation during the Term of this Amendment #1 or any successive period(s) under this MOU, or if the Agency does not utilize bed space for any portion of the time period described in Section 2.A.i., the Agency will not be refunded any funds provided to the County under this MOU.
 - e. Rates are subject to change by the County's Chief Probation Officer upon provision of thirty (30) days advance written notice to the Agency of said change.

4. Except as amended herein, all other terms and conditions of the MOU shall remain in full force and effect.

(Signatures on the following page)

IN WITNESS WHEREOF, the parties have executed this Amendment #1 as of the date written above.

<p>COUNTY OF TUOLUMNE</p> <p><i>Tracie Riggs</i></p>	<p>COUNTY OF INYO</p> <p><i>Matt Kingsley</i></p>
<p>By: Tracie Riggs County Administrative Officer</p>	<p>By: Matt Kingsley Chair, Board of Supervisors</p>
<p><i>Dan Hawks</i></p>	<p><i>Jeffrey L. Thomson</i></p>
<p>By: Dan Hawks Chief Probation Officer</p>	<p>By: Jeffrey L. Thomson Chief Probation Officer</p>
<p>APPROVED AS TO LEGAL FORM:</p> <p><i>Sarah Carrillo</i></p>	<p>APPROVED AS TO LEGAL FORM:</p> <p><i>Grace Chuchla</i></p>
<p>By: Sarah Carrillo County Counsel</p>	<p>By: Grace Chuchla County Counsel</p>

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF TUOLUMNE
AND
THE COUNTY OF INYO
FOR**

**The Placement of Inyo County Detained Juveniles at the Motherlode Regional Juvenile
Detention Facility**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this 28th day of July, 2017, by and between the County of Tuolumne, a Political Subdivision of the State of California, (“County”), and the County of Inyo, a Political Subdivision of the State of California, (“Agency”).

WITNESSETH:

WHEREAS, Tuolumne County has established a Juvenile Detention Facility designed for the reception and temporary care of minors pursuant to Title 15 of the California Code of Regulations and detailed in accordance with the provisions of the California Welfare and Institutions Code; and

WHEREAS, Agency wishes to house juveniles detained in The Motherlode Regional Juvenile Detention Facility (“Facility”) and Tuolumne County wishes to provide available beds to Agency, as needed and available.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows:

1. PURPOSE

The purpose of this MOU is to provide secure detention beds as available to Agency at the Motherlode Regional Juvenile Detention Facility in Tuolumne County.

2. TERM

The term of this MOU shall commence on the execution date first herein written above and continue until terminated per section 3 below.

A. SERVICES

- i. Tuolumne County shall provide beds in its Facility for Agency to utilize as needed, if beds are available. The beds will be provided on a space available basis as determined by the Tuolumne County Chief Probation Officer in his or her sole discretion.
- ii. All Agency minors accepted for placement and placed in the Facility shall receive the same accommodations and services as provided to Tuolumne County juveniles in accordance with federal, state and local laws and regulations. Such services shall include facilitation of appropriate

educational services, medical care and mental health care. Dental care shall be limited to pain management, injured teeth/gums, and conditions which may lead to malignancies if detention is prolonged.

- iii. Tuolumne County may provide emergency medical services without prior authorization from Agency
- iv. Agency minors are not eligible to participate, and therefore will not participate, in the Tuolumne County Children's System of Care program and/or its equivalent

B. PAYMENT

- i. Board and Care: Agency shall pay Tuolumne for the costs of board and care for each minor placed at the Facility under this Agreement. The payment amount shall be at a per diem rate of (\$100.00) for each 24-hour period or portion thereof. The per diem rates set forth in this Agreement are subject to change by the Tuolumne County Chief Probation Officer upon provision of thirty (30) days advance written notice to the Agency of said change.
- ii. Legal Services: Agency shall be solely responsible to make certain that those minors detained in the Facility by order of the Agency Juvenile Court receive all legal services required by applicable law.
- iii. Writ of Habeas Corpus: In the event a petition for a writ of habeas corpus or similar proceedings is initiated by or on behalf of any Agency minors placed in the Facility, Agency shall be fully responsible to defend this writ and shall defend, indemnify, and hold harmless Tuolumne County, its elected representatives, officers, employees, volunteers and agents from all costs, damages, claims and allegations associated in any way with such a writ.
- iv. Medical and Psychological Services: Routine medical care provided pursuant to Tuolumne County's Agreements with California Forensic Medical Group, Inc., which includes but is not limited to health screening, dental screening, pharmaceuticals and medical supplies, and responding to sick calls are covered in the cost of Board and Care, as set forth above in paragraph i. Agency agrees to pay for or to reimburse Tuolumne County for the actual costs of any necessary psychological, dental care, prescription medications or mental health care required by an Agency minor placed pursuant to this Agreement that are outside of services provided above. Agency agrees to pay for any costs above \$15,000 per medical/surgical inpatient episode. To the extent authorized by law, Tuolumne County is authorized, without the need for any further authorization, to obtain emergency medical, dental, mental health care for Agency minors housed at the Facility as determined necessary by the appropriate providers of these services at the Facility. All other services must be pre-authorized by Agency.

- v. Education: The cost of regular school expenses is included in the per diem rate. Regular school expenses shall be those provided by the local school district/county office of education within the Tuolumne County Juvenile Detention Facility.
- vi. Billing and Payments: Agency shall pay Tuolumne County within thirty (30) days after receiving notice of payment due. Payment shall be made out to Tuolumne County Probation and mailed to:

Tuolumne County Probation
Attention Business Manager
465 South Washington Street
Sonora, CA 95370

C. TRANSPORTATION

- i. Agency shall be responsible for providing transportation of the minors between Agency and the Facility. In the event Agency fails to provide transportation for a minor from Tuolumne County to Agency within the time frame requested by Tuolumne County, then Tuolumne County shall transport the minor to Agency and Agency shall be responsible for payment of all costs incurred by Tuolumne County for such transportation.
- ii. Tuolumne County provides routine transportation for each Agency minor for the purposes of medical, mental health, dental, or other appropriate care within Tuolumne County. The costs of such transportation are included in the per diem rate.

D. REMOVAL OF MINORS.

- i. Agency shall promptly remove any minors placed in the Facility upon sole determination of the Tuolumne County Chief Probation Officer, or his or her designee, that the effective operation of the Facility requires removal of the minor.

E. COURT DOCUMENTATION:

- i. Agency shall be responsible for providing confirmed Court orders committing minors to the Detention Facility, dispositional reports committing minor to the Facility, and consent to medical treatment signed by a parent/legal guardian/Juvenile Court Judge to Tuolumne County staff at the at the time of booking.

3. TERMINATION

This MOU may be terminated by either party upon the giving of thirty (30) days' advance written notice of an intention to terminate.

4. NON-ASSIGNMENT

Neither party shall assign, transfer or sub-contract this MOU nor their rights or duties under this MOU without the prior written consent of the other party.

5. RECORDS

All Parties subject to this MOU shall maintain a record of services provided in sufficient detail to permit an evaluation of the MOU. All such records shall be made available during normal business hours to authorized representatives of County, Agency, State, and Federal governments during the term of this MOU and during the period of record retention for the purpose of program review and/or fiscal audit.

6. COMPLIANCE WITH LAWS/POLICIES

The parties shall comply with all applicable rules and regulations set forth and any subsequent reporting requirements as directed by the State.

7. CONFIDENTIALITY

The parties shall act in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 827 et seq., 5328, 10850 and 14100.2, Health and Safety section 11812, 22 California Code of Regulations section 51009, Title 15 of the California Code of Regulations, and 42 Code of Federal Regulations sections 2.1 et seq. The parties shall ensure that no list of persons receiving services under this MOU is published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements for confidentiality.

8. PRISON RAPE ELIMINATION ACT (PREA):

Tuolumne County will comply with the Prison Rape Elimination Act of 2003 (42 U.S.C.15601 Et. Seq.) (PREA), and with all applicable PREA Standards, Division of Juvenile Justice (DJJ) Policies related to PREA and DJJ Standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within DJJ Facilities/Programs/Offices owned, operated or contracted. Tuolumne County acknowledges that, in addition to "self-monitoring requirements" DJJ will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and DJJ Policies, may result in termination of the contract.

9. NON-DISCRIMINATION

During the performance of this MOU, the parties shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations.

1. RELATIONSHIP OF PARTIES

It is understood that this is a Memorandum of Understanding by and between two (2) separate public agencies and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

2. NO THIRD PARTY BENEFICIARIES

The County and Agency agree it is their specific intent that no other person or entity shall be a party to or a third party beneficiary of this MOU or and attachment or addenda to this MOU.

3. INDEMNIFICATION

- a. Each party shall indemnify, defend, protect, hold harmless and release the other, their elected bodies/representatives, officers, agents, employees and volunteers, from and against, any and all claims, losses, proceedings, damages, causes of action, liability costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying party.
- b. The provisions of this Section shall survive the termination or expiration of this Agreement.
- c. In the event of concurrent negligence by Tuolumne County, its elected bodies/representatives, officers, employees, agents and volunteers and those of Inyo County and its elected bodies/representatives, officers, employees, agents and volunteers, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence.

4. NOTICE

Any and all notices, reports or other communications to be given to County or Agency shall be given to the persons representing the respective parties at the following addresses:

AGENCY:
Chief Probation Officer
County of Inyo
P.O. Box T
Independence, CA 93526
Fax: (760) 878-0436

COUNTY:
Chief Probation Officer
County of Tuolumne
2 South Green Street
Sonora, CA 95370
Fax: (209) 533-5510

5. PUBLIC RECORDS ACT

Agency is aware that this MOU and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Agency to clearly identify information

Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

15. ENTIRE AGREEMENT AND MODIFICATION

This MOU contains the entire agreement of the parties relating to the subject matter of this MOU and supersedes all prior agreements and representations with respect to the subject matter hereof. This MOU may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this MOU and any exhibit, the terms of this MOU shall control.

16. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this MOU shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

17. DISPUTES

The parties agree to use good faith efforts to resolve any disputes prior to bringing any action to enforce the terms of this MOU.

Should it become necessary for a party to this MOU to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California.

18. CAPTIONS

The captions of this MOU are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this MOU.

19. COUNTERPARTS

This MOU may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

20. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this MOU and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

21. CONTROLLING LAW

The validity, interpretation and performance of this MOU shall be controlled by and construed under the laws of the State of California.

22. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this MOU in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the MOU shall comply with all requirements of law, including capacity and authority to amend or modify the MOU.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the day and year first herein above written.

COUNTY: 	AGENCY: 
Craig Pedro, County Administrator	Kevin Carunchio, CAO/Clerk of Board of Supervisors of the County of Inyo
	
Linda Downey, Chief Probation Officer	Jeff Thomson, Chief Probation Officer
APPROVED AS TO LEGAL FORM: 	APPROVED AS TO LEGAL FORM:  by John-Carl Vallejo
Sarah Carrillo, County Counsel	Marshall Rudolph, County Counsel
	 Mark Tillemans, Chairman, Board of Supervisors

AMENDMENT #3 TO
MEMORANDUM OF UNDERSTANDING
FOR
PLACEMENT OF INYO COUNTY DETAINED JUVENILES AT THE
MOTHER LODGE REGIONAL JUVENILE DETENTION FACILITY

This Amendment #3 ("Amendment #3") is entered into this _____ day of _____, 2021, by and between the County of Tuolumne ("County") and the County of Inyo ("Agency").

WHEREAS, on July 28, 2017, the County and the Agency entered into a Memorandum of Understanding ("MOU") for the placement of Agency's detained juveniles at the County's Mother Lode Regional Juvenile Detention Facility ("Facility"); and

WHEREAS, on October 12, 2020, the County and the Agency amended the MOU (Amendment #1) to extend the term for the period of July 12, 2020 through June 30, 2021, and to amend the payment terms as described therein; and

WHEREAS, on October 20, 2020, the County and the Agency amended the MOU (Amendment #2) to amend the services and payment terms as described therein; and

WHEREAS, the County and Agency desire to amend the term of the MOU effective July 1, 2021, through June 30, 2022.

NOW THEREFORE, THE COUNTY AND THE AGENCY AGREE as follows:

1. Section 2. TERM is amended to read as follows:

The term of Amendment #3 to this MOU shall commence on July 1, 2021, and terminate on June 30, 2022, unless extended as provided by this MOU.

This MOU may be extended for up to one (1) additional one (1) year period, through June 30, 2023, by written amendment signed by both parties.

2. Except as amended herein, all other terms and conditions of the MOU shall remain in full force and effect.

(Signatures on the following page)

IN WITNESS WHEREOF, the parties have executed this Amendment #3 as of the date written above.

COUNTY OF TUOLUMNE	COUNTY OF INYO
By: Tracie Riggs County Administrative Officer	By: Chair, Board of Supervisors
	
By: Dan Hawks Chief Probation Officer	By: Jeffrey L. Thomson Chief Probation Officer
APPROVED AS TO LEGAL FORM:	APPROVED AS TO LEGAL FORM:
	
By: Maria Sullivan Deputy County Counsel	By: County Counsel



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: June 15, 2021

FROM: Justine Kokx

SUBJECT: Approve Contract between Cascade Software Systems, Inc. and the County of Inyo for Road Cost Accounting, Maintenance & Support Services for FY 2021-2022

RECOMMENDED ACTION:

Request Board approve the agreement between the County of Inyo and Valsoft Corporation Inc., dba Cascade Software Systems, Inc. (CSS) of Montreal, Quebec, Canada for the provision of Road Department cost accounting software in an amount not to exceed \$19,653.08 for the period of July 1, 2021 through June 30, 2022, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Your Board on March 21, 1995 approved the contract and installation of the Cascade Software's Road Department Cost Accounting Software. This software program has been maintained by the contractor, as per the original agreement and each year provides the necessary technical support on all upgrades specific to the cost accounting. The State Controller's office is extremely pleased with our audit each year as Cascade Software System has been developed specifically to provide the State with exactly what it requires.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this contract; however, this would cause hardship on the department due to the lack of any other vendor that provides software services that are specifically programmed around California's Road reporting requirements.

OTHER AGENCY INVOLVEMENT:

County Counsel for review
Auditor for review and payments
Risk Management
Cascade Software, Inc.

FINANCING:

Budgeted in the Road Department Budget Unit, 034600, Professional Services object code, 5265.

ATTACHMENTS:

1. CAMS Maintenance and System Services Contract FY 21-22

APPROVALS:

Justine Kokx	Created/Initiated - 5/20/2021
Breanne Nelums	Approved - 5/20/2021
Darcy Ellis	Approved - 5/24/2021
Justine Kokx	Approved - 6/4/2021
Michael Errante	Approved - 6/4/2021
Aaron Holmberg	Approved - 6/4/2021
Amy Shepherd	Approved - 6/4/2021
Marshall Rudolph	Approved - 6/4/2021
Michael Errante	Final Approval - 6/7/2021

A G R E E M E N T

for

MAINTENANCE AND SYSTEM SERVICES

for

CAMS - COST ACCOUNTING MANAGEMENT SYSTEM

between

Valsoft Corporation Inc.
dba Cascade Software
7405 Transcanada Hwy, Suite 100
Montreal, Quebec, H4T1Z2
(CONTRACTOR)

County of Inyo
Department of Public Works
P.O. Drawer Q
Independence, CA 93526
(COUNTY)

AGREEMENT MADE AND ENTERED INTO this 1st day of June, 2021, by and between the County of Inyo, a political subdivision of the State of California, located at Independence, California, (hereinafter referred to as the "COUNTY"), and Valsoft Corporation Inc., dba Cascade Software Systems, a Quebec, Canada corporation, having its principal place of business at 7405 Transcanada Highway, Suite 100, Montreal, Quebec, H4T1Z2 (hereinafter referred to as "CONTRACTOR").

WHEREAS, COUNTY desires to engage CONTRACTOR to provide both Accounting Software Maintenance and System Support Services by reason of CONTRACTOR's qualifications, experience, and facilities for doing the type of work herein contemplated; and CONTRACTOR has offered to provide the required Accounting Software and Support System Services on the terms set forth herein.

NOW, THEREFORE, COUNTY and CONTRACTOR, for good and valuable consideration, and in consideration of the premises and representations set forth herein, do hereby enter into this Agreement which specifies the terms and conditions by which COUNTY shall procure services from CONTRACTOR for support of the COUNTY Cost Accounting Management System (CAMS).

Section 1

DEFINITIONS

1.1 "CAMS" shall mean the Cost Accounting Management System developed by the CONTRACTOR for the Inyo County Department of Public Works.

1.2 "Confidential Information" shall mean private information of COUNTY personnel files or other files which if disclosed to a third party could result in a compromise of the interests of the COUNTY or its personnel.

1.3 "CONTRACTOR" shall mean Cascade Software Systems, Inc.

1.4 "COUNTY" shall mean the County of Inyo.

1.5 "Minor Problem" shall mean any programming defect, error, failure, bug, any other malfunction in CAMS or any training problem that prevents it from operating in conformance with original System Specifications and which, if not corrected within thirty (30) working days, will cause COUNTY to incur additional costs or work not previously anticipated.

1.6 "Major Problem" shall mean any programming defect, error, failure, bug, any other malfunction in CAMS or any training problem that prevents it from operating in conformance with original System Specifications and which, if not corrected within forty-eight (48) hours, excluding weekends and holidays, will cause COUNTY to incur additional costs or work not previously anticipated.

Section 2

SCOPE OF WORK

2.1 Nature of Work

The work covered by this Agreement includes, but is not limited to, technical systems analysis, program development, preparation, unit and systems testing, data communications, project consultation, documentation, training, and status reporting for CAMS.

2.2 CAMS Maintenance

CONTRACTOR shall provide CAMS Maintenance as follows:

2.2.1 Introduction

CONTRACTOR will maintain the now current version of the CAMS plus any and all Contractor revisions and modifications implemented with COUNTY approval. During the term of this Agreement, CONTRACTOR will correct any programming or design defects, errors, failures, bugs, and any and all other malfunctions or any training problems in CAMS that prevents it from operating in conformance with the original System Specifications.

2.2.2 Notification and Determination of Problem Magnitude

COUNTY will notify CONTRACTOR of any problem with CAMS that prevents it from performing accordant to original System Specifications. A telephone call, fax message, or written notice from COUNTY Project Manager or designee shall serve as such notification. CONTRACTOR is to provide telephone response to such notification within forty-eight (48) normal business hours (8:00 a.m. - 5:00 p.m.). During CONTRACTOR telephone response, COUNTY Project Manager or designee, in consultation with CONTRACTOR, shall determine the magnitude of the problem and whether it falls under Subsection 1.5 ("Minor Problem") or 1.6 ("Major Problem").

2.2.3 Performance Effort for Minor and Major Problem

CONTRACTOR will provide a resolution plan within forty-eight (48) normal business hours (8:00 a.m. - 5:00 p.m.), excluding weekends and holidays, of determination of problem magnitude. Resolution plan shall include CONTRACTOR's estimate of when and how problem will be resolved. If COUNTY Project Manager or designee agrees with CONTRACTOR's resolution plan, COUNTY Project Manager or designee shall provide verbal notice to

CONTRACTOR of acceptance of resolution plan to be, optionally, followed by a written notice. Resolution plan shall provide for CONTRACTOR to remedy Minor Problem within thirty (30) days and major problems within forty-eight (48) hours.

2.3 CAMS System Services

CONTRACTOR shall provide CAMS System Services, including program additions, modifications or other changes, as requested by COUNTY – total cost shall not exceed \$ 1,500.00. All requests shall be in writing and shall define CONTRACTOR services requested. Such services shall include provisions for CONTRACTOR to add additional accounting functions, to remove software, or describe and document any and all CONTRACTOR installed improvements in CAMS. COUNTY and CONTRACTOR shall mutually agree in writing on a schedule and cost of such services, plus any annual maintenance costs resulting from such services.

2.4 Telephone Support

COUNTY may during normal business hours (8:00 a.m. - 5:00 p.m.) of CONTRACTOR, obtain telephone consultation covering the use of CAMS.

CONTRACTOR reserves the right to limit such non-billable telephone consultation to COUNTY to no more that one hour per week.

Section 3

AMENDMENTS AND MODIFICATIONS

Any changes to this Agreement requested either by COUNTY or CONTRACTOR may be effected if mutually agreed upon in writing by COUNTY's Project Manager and CONTRACTOR's Representative.

Section 4

PAYMENTS

4.1 CAMS Maintenance

COUNTY shall pay to CONTRACTOR, subject to COUNTY receiving a valid annual invoice from CONTRACTOR, commencing on July 1, 2021, a fee for a total of \$ 19,653.08. COUNTY and CONTRACTOR have agreed that the rates to be charged by CONTRACTOR for performing such services are those as set forth in Attachment A hereto. In addition CONTRACTOR will perform all System Updates Installation services for COUNTY in exchange for the fee specified by Attachment B hereto.

4.2 Invoices and Prompt Payment Due

Payment will be made to CONTRACTOR within thirty (30) days after COUNTY receipt: of a valid annual invoice for CAMS Maintenance; or, of a valid invoice for CAMS System Services; or, of a valid invoice for CAMS Expenses. Invoices shall be sent to:

County of Inyo
Department of Public Works
P.O. Drawer Q
Independence, CA 93526

Section 5

PROJECT MANAGEMENT AND REPORTING

5.1 COUNTY Project Manager

Upon execution of this Agreement, COUNTY shall appoint the Inyo County Road Department Fiscal Supervisor as the Project Manager. The CONTRACTOR shall appoint Aad F. Alkemada as the Contractors' Project Manager. The Contractors' Project Manager shall not be changed without the prior written consent of the COUNTY.

Section 6

TERM AND TERMINATION

6.1. This Agreement shall commence on the date first written above and shall continue for one year thereafter.

6.2 This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

Section 7

INDEMNIFICATION AND LIABILITY

7.1 If any claim is asserted or action or proceeding is brought against the COUNTY which alleges that all or any part of CAMS Maintenance and CAMS System Services made or supplied by CONTRACTOR, for the COUNTY's use thereof, infringes or misappropriates any United States copyright or patent, or any trade secret, contract, license, grant or other proprietary right, the COUNTY shall give CONTRACTOR prompt written notice thereof. CONTRACTOR shall defend any such claim or action with counsel of the COUNTY's choice and at CONTRACTOR's expense and shall indemnify the COUNTY for any costs, including reasonable attorney's fees, and damages actually incurred by the COUNTY in connection therewith.

7.2 Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the County.

Section 8

INSURANCE

8.1 Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. The required insurance specifications are attached as "2020 Cascade Insurance Specs.pdf" and are incorporated here by reference.

Section 9

SECURITY COMPLIANCE

9.1 CONTRACTOR shall not disclose or use any COUNTY Confidential Information provided by COUNTY except as required in and by the terms of this Agreement. CONTRACTOR shall safeguard any COUNTY property used during the duration of this agreement.

9.2 CONTRACTOR and COUNTY shall take all reasonable precautions to prevent such disclosure or use of any such Confidential Information.

9.3 Within seven (7) days of expiration or termination of this Agreement, as provided herein, CONTRACTOR shall return to the COUNTY at the address given, all Confidential Information, or property, embodied in written, magnetic or other form and any other property belonging to the COUNTY.

Section 10

ENTIRE AGREEMENT

10.1 This agreement constitutes the entire understanding of the parties hereto and supersedes any and all prior or contemporaneous representations or agreements, whether written or oral, between the parties, and cannot be changed or modified unless in writing and signed by all parties hereto.

Section 11

ENFORCEMENT

11.1 This Agreement shall be interpreted and construed in accordance with the laws of the State of California and all clauses, including "Whereas" and "Definitions", shall be given operative effect.

Section 12

INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an independent capacity and not as an officer or agent of the COUNTY.

Section 13

WAIVER

No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have so waived or consented. Failure of COUNTY to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof.

Section 14

SEVERABILITY

If any part of this Agreement is found violative of any law or is found to be otherwise legally defective, this Agreement shall be construed and interpreted without reference to any such part.

WHEREFORE, IN WITNESS HEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of such signature duly authorized by all necessary and appropriate corporate and public action to execute this Agreement.

CONTRACTOR

Valsoft Corporation dba Cascade Software

By: _____

Ayren M Spinner, COO, Cascade Software

Date: _____

Taxpayer ID No.: 93-1180136

CUSTOMER

INYO COUNTY – DEPARTMENT OF PUBLIC WORKS

By: _____

Date: _____

Attachment B: Insurance Requirements for Professional Services
Cascade Software Systems

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence.

Additional Insured Status. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers’ Compensation: as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. May be waived with signed letter on contractor’s letterhead certifying that contractor has no employees.

Professional Liability (Errors and Omissions): appropriate to the Contractor’s profession, with limit no less than \$1,000,000 per occurrence or claim.

Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim. Cyber liability requirement may be waived if contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

Waiver of Subrogation

Contractor hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Contractor may acquire against Inyo County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase

“extended reporting” coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Contractor shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

-end-



County of Inyo



Public Works - Road Department

CONSENT - ACTION REQUIRED

MEETING: June 15, 2021

FROM: John Pinckney

SUBJECT: Approve an agreement for 2020/2021 Federal Apportionment Exchange and State Match Program for Regional Surface Transportation Program (RSTP) Exchange Funds.

RECOMMENDED ACTION:

Request the Board: A) approve the 2020/2021 Federal Apportionment Program Federal Exchange and State Match Program, Agreement No. X21-5948 (100), with the California Department of Transportation in the amount of \$673,353 plus a State match of \$100,000 for a total not-to-exceed amount of \$773,353; and B) authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

The 2020/2021 Federal Apportionment Program Federal Exchange and State Match Program allows Inyo County Public Works, Road Department to receive Federal gas tax money. The exchange program requires Caltrans to match the Federal funds, in the amount of \$673,353, with \$100,000 of State money for a total not to exceed amount of \$773,353.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Section 182.6 of the Streets and Highways Code allows counties of less than 200,000 people to exchange Regional Surface Transportation Program (RSTP) funds provided under the Fixing America's Surface Transportation Act (FAST) for nonfederal State Highway Account funds. In addition, Section 182.9 of the Streets and Highways Code requires the allocation of unobligated State matching moneys from the State Highway Account to counties choosing to exchange their Federal funds. The State funds are not restricted, whereas the Federal funds are restricted to work on roads that have a Federal designation (otherwise known as "On-System" roads). Consequently, the exchange for State funds allows the Road Department a greater degree of discretion and flexibility in how the funds are spent on maintenance of County streets and roads.

In order to streamline the the exchange of funds, Caltrans offers the exchange directly to eligible counties and prepares the Fund Exchange Agreement in advance.

Annually, this agreement is usually received during the fourth quarter of the current fiscal year. It normally takes somewhere between four and six months to complete processing of the agreement, invoice and to issue payment of the RSTP funds. As a result, the fund are usually received during the following fiscal year. The Road Department will budget the FY 2020/2021 funds for expenditure during FY 2021/2022.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The only alternative would be to not approve the Agreement or authorize execution of the Agreement. This is not recommended since these funds are a significant source of funding for the Road Department and they are essential to continue necessary road work and maintenance.

OTHER AGENCY INVOLVEMENT:

Caltrans

FINANCING:

These funds are budgeted in the FY 2021/2022 Road Budget, Budget Unit 034600, Object Code 4484, Regional Surface Transportation Program Funds.

ATTACHMENTS:

1. Federal Apportionment Program Federal Exchange and State Match Contract

APPROVALS:

John Pinckney	Created/Initiated - 5/27/2021
Breanne Nelums	Approved - 5/27/2021
Michael Errante	Approved - 6/1/2021
Darcy Ellis	Approved - 6/3/2021
John Vallejo	Approved - 6/7/2021
Amy Shepherd	Final Approval - 6/7/2021

FEDERAL APPORTIONMENT EXCHANGE PROGRAM AND STATE MATCH PROGRAM
CALIFORNIA DEPARTMENT OF TRANSPORTATION - NON MPO COUNTY

09 INYO
District County

Agreement No. X21-5948(100)
AMS Adv ID:0921000024

THIS AGREEMENT is made on _____, by the COUNTY of INYO , a political subdivision of the State of California (COUNTY), and the State of California, acting by and through the Department of Transportation (STATE).

WHEREAS, COUNTY desires to assign federal apportionments made available to COUNTY for allocation to transportation projects in accordance with Section 182.6 of the Streets and Highways Code [Regional Surface Transportation Program (RSTP)/Regional Surface Transportation Block Grant Program (RSTBGP) funds] in exchange for nonfederal State Highway Account funds, and

WHEREAS Section 182.9 of the Streets and Highways Code requires the allocation of State Matching funds from the State Highway Account to COUNTY:

NOW, THEREFORE, the parties agree as follows:

I. FEDERAL APPORTIONMENT EXCHANGE PROGRAM

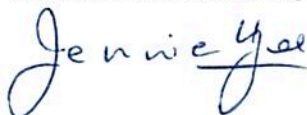
A. As authorized by Section 182.6 of the Streets and Highways Code, and the RTPA having agreed to exchange or elected not to exercise its authority as it relates to the COUNTY'S portion of the RSTP/RSTBGP under Section 182.6(g), COUNTY agrees to assign to STATE:

\$673,353.00 from the eligible portion of its estimated annual minimum RSTP/RSTBGP Apportionment for Fiscal Year 2020/2021.

The eligible portion of said minimum apportionment is the COUNTY's estimated annual minimum RSTP/RSTBGP apportionment established under Section 182.6(d)(2) of the Streets and Highways Code less any federal apportionments already obligated for projects chargeable to COUNTY's eligible portion of its estimated annual minimum RSTP/RSTBGP apportionment.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance



Accounting Officer

Date 3/15/2021

\$ 773,353.00

B. COUNTY agrees that it will not undertake any capacity-expanding project funded herein located in an air quality nonattainment area without prior inclusion of said project by its RTPA in the "build" alternative of the air quality conformance analysis and the RTPA's subsequent concurrence in the project's implementation.

II. STATE MATCH PROGRAM - Section 182.9

A. As authorized by Section 182.9 of the Streets and Highways Code, STATE agrees to pay to COUNTY \$100,000.00 from the unobligated balance of COUNTY's State Matching funds for Fiscal Year 2020/2021.

B. COUNTY agrees that before COUNTY uses State Matching funds for any other lawful purpose, COUNTY shall use such funds to match federally funded transportation projects.

III. COMMON PROVISIONS

A. Subject to the availability of State funds by the State Budget Act, and upon receipt of COUNTY invoice evidencing COUNTY's assignment of COUNTY's estimated apportionment under Section I.A to STATE, STATE agrees to pay to COUNTY an amount not to exceed \$773,353.00 that equals the sum of the estimated apportionment amounts identified in Sections I.A and the State Match funds identified in Section II.A.

B. COUNTY agrees to use all State funds paid hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution.

C. COUNTY agrees to establish a special account within their County Road Fund for the purpose of depositing all payments received from STATE pursuant to this agreement.

D. COST PRINCIPLES

1. The COUNTY agrees to comply with, and require all project sponsors to comply with, Office of Management and Budget Supercircular 2 CFR Part 200, Cost Principles for STATE and LOCAL government, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

2. COUNTY will assure that its fund recipients will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) Those parties shall comply with Federal Administrative Procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments. Every sub-recipient receiving funds as a contractor or sub-contractor under this agreement shall comply with federal administrative procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

3. Any fund expenditures for costs for which COUNTY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget

Supercircular, 2 CFR Part 200, are subject to repayment by COUNTY to STATE. Should COUNTY fail to reimburse funds due STATE within 30 days or demand, or within such other period as may be agreed in writing between the parties hereto, STATE is authorized to intercept and withhold future payments due COUNTY from STATE of any third-party source, including, but not limited to, the State Treasurer, the State Controller and the CTC.

E. THIRD PARTY CONTRACTING

1) COUNTY shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using funds without the prior written approval of STATE.

2) Any subcontract or agreement entered into by COUNTY as a result of disbursing funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

3) In addition to the above, the preaward requirements of third party contractor/consultants with COUNTY should be consistent with Local Program Procedures as published by STATE.

F. ACCOUNTING SYSTEM

COUNTY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate fund expenditures by line item. The accounting system of COUNTY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

G. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of COUNTY'S contracts with third parties, COUNTY, COUNTY's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of funds to COUNTY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and COUNTY shall furnish copies thereof if requested.

H. TRAVEL AND SUBSISTENCE

Payments to only COUNTY for travel and subsistence expenses of COUNTY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized

DPA rates, then COUNTY is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

STATE OF CALIFORNIA
Department Of Transportation

COUNTY OF INYO

By: _____
Office of Project Implementation
Division of Local Assistance

By: _____

Title: _____

Date: _____

Date: _____



County of Inyo



Sheriff

CONSENT - ACTION REQUIRED

MEETING: June 15, 2021

FROM: Office of the Sheriff

SUBJECT: Amendment 01 to Siemens Inc contract

RECOMMENDED ACTION:

Request Board approve Amendment No. 1 to the contract between the County of Inyo and Siemens Inc. of Fresno, CA, increasing the contract to an amount not to exceed \$94,987 and extending the term end date from June 30, 2021, to June 30, 2022, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

SimplexGrinnel originally installed the electronic controls and Life Safety system in the Inyo County Jail. SimplexGrinnel held the maintenance contract on this equipment every year due to the proprietary nature of the entire system and replacement parts. In July 2003 the Sheriff's office received a proposal from the Fire Safety Division of Siemens to maintain, repair and inspect our Fire and Life Safety equipment. Siemens was able to offer a maintenance contract because nearly all of their technical service personnel were former SimplexGrinnel employees, specifically the technicians who provided service to our facility. Siemens could also acquire the needed parts and guarantee a 4 hour emergency response time. SimplexGrinnel will only commit to a 24hour response window under any circumstance. Siemens has been awarded the maintenance contracts since 2003 and the primary service technicians continue to maintain the system.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to extend the contract to Siemens. This is not recommended. Siemens has been reliable and knowledgeable with our system and provides the emergency response we need. The 4-hour response time is a critical issue to our jail operations. The Sheriff's Office has developed a strong working relationship with Siemens and its technicians, who have an understanding of the specific needs of the Jail.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor's office

FINANCING:

Funding will be included in the FY2021-2022 requested budget in Budget unit 022900 Jail General, object code 5265 Other Professional Services

ATTACHMENTS:

1. Siemens Contract
2. Siemens Contract Amendment 1

APPROVALS:

Riannah Reade	Created/Initiated - 5/25/2021
Riannah Reade	Approved - 6/8/2021
Darcy Ellis	Approved - 6/8/2021
Riannah Reade	Approved - 6/8/2021
Jared Sparks	Approved - 6/9/2021
Marshall Rudolph	Approved - 6/9/2021
Amy Shepherd	Approved - 6/9/2021
Jeffrey Hollowell	Final Approval - 6/9/2021



PROPOSAL

County of Inyo- Sheriff's Dept

PREPARED BY

Siemens Industry, Inc.

PREPARED FOR

COUNTY OF INYO

DELIVERED ON

April 22, 2021



Smarter buildings drive smarter, and more efficient, building operations.

Creating perfect places to live. That's ingenuity for life.

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APPENDICES 0

Contact Information

Proposal #:	5821240
Date:	April 22, 2021

Sales Executive:	Danelle Henry
Branch Address:	653 W. Fallbrook Ave Suite 104, Fresno CA 93711
Telephone:	559-916-8448
Email Address:	danelle.henry@siemens.com

Customer Contact:	County of Inyo Sheriff's Department
Customer:	COUNTY OF INYO
Address:	168 N EDWARDS ST INDEPENDENCE CA 93526

Executive Summary

Customer Needs

The Services proposed in this agreement are specifically designed for COUNTY OF INYO, and the services provided herein will help you in achieving your facility goals.

Our Services

Siemens will provide the following services.

Service Description

- Fire Alarm System – Annual Test & Inspection
- Smoke Detector Sensitivity Testing
- Fire Alarm System - Repair & Replacement Services

Siemens Capabilities & Customer Commitment

Siemens Industry, Inc. is a leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. For more than 150 years, Siemens has built a culture of long-term commitment to

customers through innovation and technology. Siemens is a financially strong global organization with a Branch network that delivers personalized service and support to customers in multiple industries and locations.

Building Services – Fire

Services that deliver the outcomes you want to achieve.

Services delivered by Siemens have been developed to ensure your satisfaction and help you achieve the outcomes you expect.

Through the Siemens Building Fire Services we are pleased to offer the following services:

- Manage System Operation & Compliance

Fire Safety industry acronyms used in the following service descriptions:

AHJ – Authority Having Jurisdiction

NFPA – National Fire Protection Association

Manage System Operation & Compliance

Fire Alarm System - Repair & Replacement Services

To reduce the unexpected costs of unbudgeted repairs, Siemens will provide the material needed to repair or replace failed or worn components up to \$7,000 annually. Equipment covered under this agreement is itemized in the List of Maintained Equipment, unless otherwise noted. Items not covered will be brought to the owner's attention.

Smoke Detector Sensitivity Testing

Smoke Detector Sensitivity testing will be performed, in accordance with NFPA 72 guidelines, using the manufacturer's recommended test methods and a UL approved testing device. We will provide an analysis of the test results, along with recommendations for detectors that require either cleaning or replacement. Dirty smoke detectors will be cleaned.

Fire Alarm System – Annual Test & Inspection

Siemens will perform the required annual test of the fire alarm system using the locally adopted NFPA 72 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Emergency Response Times – Fire

Emergency Online/Phone Response

Premium

Monday through Sunday, 24 Hours per Day System and software troubleshooting and diagnostics will be provided remotely to enable faster response to emergency service requests and to reduce the costs and disruptions of downtime. Siemens will respond Monday through Sunday, 24 hours per day, including

Holidays, upon receiving notification of an emergency, as determined by your staff and Siemens. Where applicable, Siemens will furnish and install the necessary online service technology to enable us to remotely access into your system, through a communications protocol (internet connection or dedicated telephone line) that will be provided by the facility. Where remote access is not available to the system, Siemens will provide phone support to your staff to assist in their onsite troubleshooting and diagnosis. If remote diagnostics determine a site visit is required to resolve the problem, a technician can be dispatched. Depending on your contract coverage, the on-site dispatch will be covered or will be a billable service call.

Emergency On-site Response

Premium

Monday through Friday, between 8am and 5pm, Emergency Onsite Response will be provided to reduce the costs and disruptions of downtime when an unexpected problem does occur. Siemens will provide this service between scheduled service calls and respond onsite at your facility within 4 hours for emergency conditions, as determined by your staff and Siemens, Monday through Friday, between 8am and 5pm, including Holidays, upon receiving notification of an emergency. Non-emergency conditions, as determined by your staff and Siemens, may be incorporated into the next scheduled service call.

Premium

Monday through Sunday, 24 hours a day, Emergency Onsite Response will be provided to reduce the costs and disruptions of downtime when an unexpected problem does occur. Siemens will provide this service between scheduled service calls and respond onsite at your facility within 4 hours for emergency conditions, as determined by your staff and Siemens, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency. Non-emergency conditions, as determined by your staff and Siemens, may be incorporated into the next scheduled service call.

Service Agreement Contract Characteristics

Description	FIRE
Hours of Coverage	24 x 7
Response Times (Phone/Online)	2 Hours
Response Times (Onsite/Emergency)	4 Hours
Remote Services	No
Third Party Systems	Yes
Monitoring	No
Additional Labor Discount	20.0%
Additional Material Discount	20.0%

*Labor and material costs for troubleshooting problems and repairing or replacing components are handled separately. These costs can be billable or included within your Repair and Replacement Coverage. See List of Maintained Equipment to view your current Repair and Replacement Coverage.

Maintained Equipment Table

Area 1

Equipment	Service Description	Qty	Frequency	Year	Service Location	Repair Coverage
Simplex 4002 (Control Tower)						
	Fire Alarm System – Annual Test & Inspection	1	1	1,2,3	Onsite	N/A
SEC Door Control Panel (Dispatch)						
	Fire Alarm System – Annual Test & Inspection	8	1	1,2,3	Onsite	N/A
Remote Control/Annunciator Panel						
	Fire Alarm System – Annual Test & Inspection	1	1	1,2,3	Onsite	N/A
Addressable Smoke Detector						
	Fire Alarm System – Annual Test & Inspection	114	1	1,2,3	Onsite	N/A
Addressable Heat Detector						
	Fire Alarm System – Annual Test & Inspection	52	1	1,2,3	Onsite	N/A
Addressable Duct Detector						
	Fire Alarm System – Annual Test & Inspection	11	1	1,2,3	Onsite	N/A
Addressable Pull Station						
	Fire Alarm System – Annual Test & Inspection	10	1	1,2,3	Onsite	N/A
Tamper Switch Monitor Module						
	Fire Alarm System – Annual Test & Inspection	2	2	1,2,3	Onsite	N/A
Waterflow Switch Monitor Module						
	Fire Alarm System – Annual Test & Inspection	1	2	1,2,3	Onsite	N/A
Speakers or Horns with Strobes						

Area 1

Equipment	Service Description	Qty	Frequency	Year	Service Location	Repair Coverage
	Fire Alarm System – Annual Test & Inspection	5	1	1,2,3	Onsite	N/A
Addressable Panel Sensitivity Report & Documentation						
	Smoke Detector Sensitivity Testing	1	1	1,2,3	Onsite	N/A
Parts Only						
	Fire Alarm System - Repair & Replacement Services	1	1	1,2,3		N/A

Additional Inspections

The following repair/maintenance is for parts only, up to \$7,000 annually.

a) Check and maintain all panels, boards, power supplies, batteries, switches, relays, light bulbs, keypads and intercom.

b) Testing, servicing and repair of the door control system.

c) Eight node network system controls all door system, Siemens covers all panels, switches, batteries and parts.

d) Special Provisions:

All testing will be performed during normal working hours (Monday- Friday, 8:00am-5:00pm)

The inspection and testing of the fire alarm system will be performed in accordance with NFPA code as adopted by the State of California. Siemens technicians will test the entire system at least once annually, which includes the fire alarm panel and all field devices,. Siemens technicians will provide documentation and make recommendations where repairs or replacements are required.

Maintenance provides for component replacement of the central processing unit, replacement of circuit boards and all components in the fire alarm control panels, Annunciator panels and remote panels due to failure, unless the panel or component has been declared obsolete or discontinued by the OEM, rendering parts available.

Replacement of faulty wiring and field devices is not included unless specified.

Service Team

An important benefit of your Service Agreement derives from having the trained building service personnel of Siemens Industry, Inc. familiar with your building systems. Our implementation team of local experts provides thorough, reliable service and scheduling for the support of your system.

Added to the team is a team of building experts at our Digital Service Center. The benefits you receive are less disruption to your employees at the site, less intrusive on the system at peak hours, fewer emissions for trucks rolled, and real time analytics with digital workspace hours.

The following list outlines the service team that will be assigned to the service agreement for your facility

Office: 559-276-2600 (Monday-Friday, 8am-5pm, Excluding Holidays)

Toll Free 24/7 Service Line: 1-866-SBT-PROS

Your Assigned Team of Service Professionals will include:

Danelle Henry, Sales Executive manages the overall strategic service plan based upon your current and future service requirements.

Stephanie Neu, Service Operations Manager is responsible for managing the delivery of your entire support program and service requirements.

Karl Harvey, Client Services Manager is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services.

Lucy Arroyo, Service Coordinator is responsible for scheduling your planned maintenance visits, and handling your emergency situations by taking the appropriate action.

Terms and Conditions

Terms and Conditions (Click to download)

[Terms & Conditions](#)

(<https://www.siemens.com/download?A6V11628573>)

As a result of the global Covid-19 Virus outbreak, temporary delays in delivery, labor or services from Siemens and its sub-suppliers or subcontractors may occur. Among other factors, Siemens' delivery is subject to the correct and punctual supply from sub-suppliers or subcontractors, and Siemens reserves the right to make partial deliveries or modify its labor or services. While Siemens shall make every commercially reasonable effort to meet the delivery or service or completion date mentioned above, such date is subject to change.

Attachment A

Riders (Click on rider below to download)

[SI Fire Life Safety Rider](#)

(<http://www.siemens.com/download?A6V10946164>)

[SI Exclusions and Clarifications](#)

(<http://go.siemens.net/49539933>)

Agreement Terms for Investments

Services shall be provided at:

Inyo County Sheriff's Department
PO BOX "S"
550 S. Clay Street
Independence, CA 93526

Siemens Industry, Inc. shall provide the services as identified in this Proposal and pursuant to the associated terms and conditions contained within.

Duration (Initial Term and Renewal): This Agreement shall remain in effect for an Initial Term of 3 Periods beginning 2021-07-01. After the expiration of the Initial Term, this Agreement shall automatically renew for successive one year periods. The Investments for each year after the Initial Term of the Agreement and each year of each renewal of this Agreement shall be determined as the immediate prior year's Investment plus an escalator of 3%. In addition, each renewal term pricing shall be adjusted for any additions or deletions to services selected for the renewal term.

Initial Term Investments:

Area 1

Period	Period Range	Billing Frequency	Price
1	Jul 1,2021 - Jun 30,2022	Quarterly	\$6,069.25*
2	Jul 1,2022 - Jun 30,2023	Quarterly	\$6,250.94*
3	Jul 1,2023 - Jun 30,2024	Quarterly	\$6,438.48*

Multi-Period Investment Total	\$75,034.67
-------------------------------	-------------

***Amount Due In Advance Based On Billing Frequency**

Applicable sales taxes, if included in the investment amount, are estimated only and will be calculated based on local requirements at the time of invoicing. The pricing quoted in this Proposal are firm for 120 days.

Discounted Labor & Material Pricing

As a Service Agreement customer with an active contract, you will receive the benefit of a discount from our standard labor rates and material prices. Standard rates and preferred customer rates are documented below.

Siemens Industry, Inc.

Rates effective from February 2021

Please note: Rates shown start from the date referenced above and are subject to change.

Standard Labor Rates:	Straight Time (M-F 8 AM to 5 PM) excl. Holidays	Regular Overtime (M-F 5 PM to 8 AM & Sat) excl. Holidays	Sundays & Holidays
Fire Technician*	\$224.00	\$336.00	\$448.00

Customers with an active Service Agreement will be eligible for the preferred customer labor rates listed

Preferred Customer Labor Rates:	Straight Time (M-F 8 AM to 5 PM) excl. Holidays	Regular Overtime (M-F 5 PM to 8 AM & Sat) excl. Holidays	Sundays & Holidays
Fire Technician*	\$178.00	\$267.00	\$356.00

***Minimum Charge:** A minimum service charge equal to 4 hours of labor at the appropriate rate will apply to all on-site service requests for all customers. A minimum charge equal to 2 hours of labor at the appropriate rate will apply to all on-line/remote service requests.

A \$95.00 vehicle/truck charge will be incurred for each service visit.

A \$31.75 consumable fee will be applied when parts are installed or replaced.

A \$25.00 digital technology fee will be applied on remote service calls.

***Material Rates:** Customers with an active Service Agreement will benefit from a discount percentage off the standard pricing for Siemens Industry Inc. products. Customers without a Service Agreement will pay standard pricing for Siemens Industry Inc. products.

Signature Page

The Buyer acknowledges that when accepted by the Buyer as proposed Siemens Industry, Inc., this Proposal and the Standard Terms and Conditions of Sale for Services, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS INDUSTRY, INC. OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE BUYER.

Initial Term Investments

Period	Period Range	Price	Billing Frequency
1	Jul 1,2021 - Jun 30,2022	\$24,277.00	Quarterly
2	Jul 1,2022 - Jun 30,2023	\$25,003.77	Quarterly
3	Jul 1,2023 - Jun 30,2024	\$25,753.90	Quarterly

Proposed by:

Siemens Industry, Inc.

Company

Danelle Henry

Name

5821240

Proposal #

\$75,034.67

Proposal Amount

April 22, 2021

Date

Accepted by:

COUNTY OF INYO

Company

Name (Printed)

Signature

Title

Date

Purchase Order # PO for billing only PO not required

AMENDMENT NUMBER 01

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Siemens, Inc
FOR Fire System and Maintenance**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and State of California Office of Emergency Services (Cal-OES)(hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated May 15, 2018 , on County of Inyo Contract form 116, Contract Number C18013, for the term from July 1, 2018 through June 30, 2021.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

County and Contractor hereby amend such Agreement as follows:

1. Extend term from July 01, 2018 through June 30, 2022
2. Increase the amount of the Agreement to an amount not to exceed \$94,987.00 contingent on the Inyo County Board of Supervisors' approval of future budgets

/// NOTHING FOLLOWS ///

The effective date of this Amendment to the Agreement is _____.

All the other terms and conditions of the Agreement are unchanged and remain the same.

AMENDMENT NUMBER 1

AGREEMENT BETWEEN THE COUNTY OF INYO AND

County of Inyo Standard Contract - No _____

Page 1

03022021

Siemens Inc.
FOR Fire System and Maintenance

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
_____ DAY OF _____, _____.

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____

Signature

Type or Print

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor



County of Inyo



Sheriff

CONSENT - ACTION REQUIRED

MEETING: June 15, 2021

FROM: Jeffrey Hollowell

SUBJECT: Approve the purchase of safety equipment and award winning bid

RECOMMENDED ACTION:

Request Board: A) declare Velocity Systems of Dulles, VA the successful bidder for Special Enforcement Detail Equipment per Bid No. 2021-09; and B) authorize the purchase of all items (see attached) in an amount not to exceed \$23,983.45.

SUMMARY/JUSTIFICATION:

The Sheriff's Department received approval to purchase safety equipment through the CalMet program. This grant will reimburse up to 50% of the purchase, with the other 50% coming from the Sheriff-General Budget. This equipment is vital to the safety of our employees and helps them to better assist the community.

Velocity Systems is a well-known law enforcement equipment provider and they were the only respondents to the bid.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this purchase which would result in the loss of this grant funding.

OTHER AGENCY INVOLVEMENT:

Purchasing

FINANCING:

There is sufficient funding in the Sheriff Budget (022700) in Personal & Safety Equipment (5112) and in the CalMet Budget (671413) in General Operating (5311).

ATTACHMENTS:

1. Bid Tabulation Form Bid 2021-09
2. Velocity Systems Quote #ADICSO528

APPROVALS:

Riannah Reade
Darcy Ellis
Riannah Reade
Marshall Rudolph
Amy Shepherd

Created/Initiated - 4/29/2021
Approved - 4/29/2021
Approved - 6/8/2021
Approved - 6/8/2021
Final Approval - 6/8/2021

COUNTY OF INYO BID TABULATION

Project Title & Bid No. 2021-09 SED

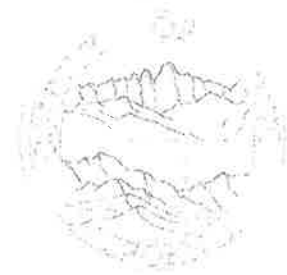
Bid Opening Date: 5/28/21

Location: County Admin Center

	BIDDER NAME	Bid
1	Velocity Systems	23,983.45
2		
3		
4		
5		
6		
7		
8		
9		
10		

Opened By: ~~Denelle Carrington~~ Denelle Carrington

Present: Monica Tinker



Quote

Velocity Systems
 45064 Underwood Lane
 Unit B
 Dulles, VA 20166

Date	Quote #
5/13/2021	ADICSO528

Name / Address
Inyo County Sheriff ATTN Nathaniel Derr nderr@inyocounty.us

Rep	Project
AD	

Item	Description	Qty	Cost	Total
VS-SC10-RG-L	SC10: SCARAB LE Front, SCARAB LT Back w/Front Flap, Color: Ranger Green, Size: Large, Cumberbund: CBN3	10	325.00	3,250.00
	- ADD CPADV WITH BUTTON HOLE FOR SHOULDER PROTECTOR			
	- ADD BUCKLES TO MOUNT GROIN PROTECTOR			
VS-63A1-5x11	5"x11" Cumberbund Soft Armor NIJ III-A, 06 Aramid (Pair)	10	118.00	1,180.00
VS-63A1-Bicep-RG	Bicep Protector, NIJ III-A, 06 Aramid, Color: Ranger Green (SET)	10	258.00	2,580.00
VS-63A1-Groin-RG	LE Groin Protector, NIJ III-A, 06 Aramid, -Buckle Fasteners - Fits LPAC, LPAAC, OAV, APC, Color: Ranger Green	10	155.00	1,550.00
VS-ZOHP-RG-L	SCARAB™ Light Zip On Back Panel, Large in Ranger Green	10	100.00	1,000.00
VS-3810-SH	HESCO 3810 level 3+ shooters cut plate	20	460.00	9,200.00T
VS-GENIV-ERT-RG	Modified Gen IV ERT Swift-Clip™ Placard in Ranger Green	10	155.00	1,550.00
VHW-MRP-RG	Helium Whisper Motorola SABRE Radio Pouch in Ranger Green	10	32.00	320.00
VS-ALAP-RG	VS armored lower abdomen carry pouch with III-A insert, RANGER GREEN	10	135.00	1,350.00T
Tax	CA Taxes	1	1,703.45	1,703.45T
Shipping	Shipping	1	300.00	300.00
	Out-of-state sale, exempt from sales tax		0.00%	0.00
Total				\$23,983.45



County of Inyo



County Administrator

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 15, 2021

FROM: Clint Quilter, Amy Shepherd, Denelle Carrington

SUBJECT: Adoption of Modified Fiscal Year 2020-2021 Board Approved Budget as the Preliminary Budget for Fiscal Year 2021-2022

RECOMMENDED ACTION:

Request Board adopt the modified Fiscal Year 2020-2021 Board Approved Budget as the Preliminary Budget for Fiscal Year 2021-2022 and approve the Fixed Assets as recommended by staff (*4/5ths vote required*).

SUMMARY/JUSTIFICATION:

Preliminary Budget

A budget must be adopted for continuance of County operations into Fiscal Year 2021-2022. Therefore, it is the recommendation of the County Administrator that your Board adopt the Fiscal Year 2020-2021 Board Approved County Budget, modified as discussed below, as the Preliminary Budget (spending plan) for Fiscal Year 2021-2022 until your Board holds Budget Hearings and takes action to approve a Final Board Approved County Budget for Fiscal Year 2021-2022, which is expected to occur by mid-September.

The Fiscal Year 2021-2022 Preliminary Budget, which includes all Funds within your Board's purview, contains \$116,101,038 in expenditures and \$107,503,360 in revenues. Of these totals, the General Fund portions are \$64,986,640 and \$59,028,090, respectively. This assumes a General Fund Balance for the year ending June 30th of \$5,958,550. While Fund Balance will not be certified by the Auditor-Controller until September 7, 2021 the Preliminary Budget reliance on Fund Balance is somewhat misleading given the Preliminary Budget will not be close to being fully expended prior to the Final Budget being approved based on actual Fund Balance.

Rollover List

Approving the Preliminary Budget is necessary to keep operations going until the passage of the Final Budget. As part of the Preliminary Budget approval process, your Board authorizes a list of specific expenditures that would not otherwise be included in the rollover budget but are expected to be undertaken during the "dry period." These do not increase the size of the previous years budget. This list traditionally includes all capital and road projects currently underway, necessary contracts, fixed assets, and any other necessary and justified expenditure.

As submitted, the Preliminary Budget includes the following fixed assets, capital projects that are ongoing, and

items that were encumbered and ordered but have not yet been received.

budget	budget #	obj. code	amount	description
Bishop Airport	150100	5650	\$830,000	Purchase of Fire Truck to meet requirements to become a commercial airport - truck has been ordered and is being built
Bishop Airport	150100	5232	\$1,000	Radios - have been ordered but not yet received
Bishop Airport Runway	631100	5700	\$18,000	Signage Contract
CalMet Task Force	671413	5112	\$1,600	Encumbered items not yet received
CAO-ACO	010201	5650	\$20,000	Contingency/Capital Purchases
CAO-ACO	010201	5232	\$6,000	Contingency/Capital Purchases
CAO-ACO	010201	5640	\$270,000	Tensioned Fabric Structure at the Bishop Airport
CAO-ACO	010201	5640	\$450,000	Funding for site work at the Bishop Airport
CAO-General Relief Fund	010205	5650	\$70,000	Back-up Generator Project - finalize project from previous fiscal year
CSA 2	810001	5700	\$50,000	Sewer Construction
Computer Upgrade	011808	5232	\$140,000	Emergency Computer Equipment Purchases - any unexpected needs at the new Consolidated Office Building
Computer Upgrade	011808	5650	\$275,000	Firewall Project / Wi-Fi Project / Server Consolidation
Consolidated Office Building	011809	5700	\$8,100,000	Initial Payment for the new Consolidated Office Building plus any final change orders
Consolidated Office Building	011809	5232	\$35,000	Final payment of furnishings for the Consolidated Office Building
County Library	066700	5650	\$25,000	Shelving - needs to be ordered and installed after the interior painting is finalized
Deferred Maintenance	011501	5640	\$30,000	Ag Gate - sent out to bid and will go to the Board for approval in July
Deferred Maintenance	011501	5650	\$31,440	Progress House Generator - ordered but not yet received
District Attorney	022400	5232	\$4,500	Equipment needed for new Investigator position
Eastern Sierra Weed Management	621300	5650	\$28,920	Three ATV's - ordered but not yet received
Eastern Sierra Weed Management	621300	5112	\$250	Insect Repellant needed for seasonal workers
Elections Voting System	621250	5650	\$148,357	Final payment for Generator Project - pending project completion
2020 EMPG COVID Supplemental	610191	5650	\$76,419	Grant ends on 09/30/2021 - funds needed to purchase three water purification systems
Information Services	011801	5232	\$2,000	Unexpected emergency purchases needed during Preliminary Budget

Inyo Mosquito Abatement	154101	5112	\$500	Materials, sunscreen, etc. for seasonal workers
Jail - General	022900	5112	\$13,495	Encumbered items, not yet received, plus gloves, tasers, batteries and cartridges
Motor Pool - Operating	200100	5655	\$300,000	Vehicles ordered, not yet received and equipping of vehicles
Motor Pool - Replacement	200200	5801	\$300,000	Transfer of funds to Operating Budget for purchase and equipping of vehicles
Museum	077000	5640	\$5,000	Jane Bright Rock Garden
Museum	077000	5640	\$37,500	Commander's House Roof Project
OES-VWAC 20-21	620420	5232	\$1,850	Three month grant budget ends on 09/30/2021, need to order equipment before grant ends - document scanner and printer
Recycling & Waste Management	045700	5232	\$2,000	Generator for Big Pine Transfer Station
Road	034600	5717	\$3,720,474	N. Round Valley Bridge Replacement - construction and inspection
Road	034600	5700	\$500,000	Cactus Flat Route work starting in August
Road	034600	5650	\$15,000	Encumbered items not yet received
Road	034600	5232	\$5,000	Encumbered items not yet received
Road Projects - State Funded	034601	5735	\$20,000	Continuation of project
Road Projects - State Funded	034601	5736	\$20,000	Continuation of Project
Road Projects - State Funded	034601	5704	\$386,000	Continuation of Project
Road Projects - State Funded	034601	5709	\$7,000	Continuation of project
Road Projects - State Funded	034601	5715	\$18,000	Continuation of project
Road Projects - State Funded	034601	5708	\$259,000	Continuation of project
Tecopa Lagoon Phase II	643111	5700	\$100,000	Continuation of project
Sheriff - General	022700	5291	\$60,000	Contracted payments for radios
Sheriff - General	022700	5700	\$187,000	Dispatch Console and Repeater Replacement Project to be reimbursed with AB109 funding
Sheriff - General	022700	5232	\$83,871	Purchase of additional radios and equipment to be reimbursed with AB109 funding; chair for dispatch; and radio installation for Radio Project Phase 2
Sheriff - General	022700	5112	\$91,570	Items encumbered, not yet received and the purchase of ammunition
Sheriff - General	022700	5313	\$6,865	Contract encumbrance

Risk Management	010900	5232	\$2,500	Chair purchases for departments in case of emergency
Insurance Trust	011600	5158	\$180,000	Pay for Insurance premium due by July 30, 2021
Workers Comp	500902	5158	\$1,025,000	Pay for Insurance premium due by July 30, 2021
Liability Trust	500903	5158	\$775,000	Pay for Insurance premium due by July 30, 2021
Medical Malpractice	500904	5158	\$50,000	Pay for Insurance premium due by July 30, 2021
All Budgets with Salaries & Benefits	Various	5024	\$5,921,608	Unfunded Liability payments that must be made in July

This year's Preliminary Budget again resists inclusion of department requests for certain appropriations associated with projects and purchases which would typically (and appropriately) not be considered for funding until the regular Budget Hearings. This affects department requests for "dry period" funding for discretionary purchases and projects, some of which have been long in the pipeline, and some that might need to be funded with categorical monies or Operating Transfers. If these projects and purchases were approved in the Preliminary Budget, they would essentially pre-empt your Board's further consideration and budget flexibility during the Budget Hearings or approval of the Final County Budget. This is particularly important in situations when the project or purchase would need to be funded with an Operating Transfer (e.g. General Fund, Geothermal Royalties, etc.) that could be used for other budget needs once those needs are fully identified through the full budget process.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decline to adopt the Preliminary Budget as presented, however, this is not recommended because a spending plan needs to be in place by July 1, 2021 for continuation of operations prior to adoption of a Final Board Approved Budget for Fiscal Year 2021-2022. Your Board could also choose to adopt a Preliminary Budget that modifies the amounts presented here. This option is also not recommended because the Board must have a spending plan in place for Fiscal Year 2021-2022, which commences on July 1, 2021, and because your Board should conduct Budget Hearings before higher spending levels are adopted for Fiscal Year 2021-2022. Alternately, your Board could otherwise modify or reduce the rollover list and consider the eliminated item(s) as part of the Fiscal Year 2021-2022 Budget Hearings.

OTHER AGENCY INVOLVEMENT:

As part of the Fiscal Year 2021-2022 Budget "Kickoff," departments were asked to submit requests regarding any fixed asset expenditures, applicable contracts, Public Works and Road projects, and other necessary expenditures for which they anticipated needing funding during the *dry period*. All requests were due by May 28, 2021. The requests (as well as some non-requests) were reviewed by the County Administrator's Office and the Auditor-Controller's Office as part of the preparation of the Fiscal Year 2021-2022 Preliminary Budget, and the Budget Team's recommendations are contained herein.

FINANCING:

The Preliminary Budget totals \$116,101,038 in expenditures and \$107,503,360 in revenues, which includes \$64,986,640 in expenditures and \$59,028,090 in revenues for the General Fund.

ATTACHMENTS:

APPROVALS:

Denelle Carrington
Darcy Ellis
Denelle Carrington
Amy Shepherd
Clint Quilter

Created/Initiated - 6/3/2021
Approved - 6/3/2021
Approved - 6/8/2021
Approved - 6/9/2021
Final Approval - 6/9/2021



County of Inyo



County Administrator

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 15, 2021

FROM: Clint Quilter

SUBJECT: Lease Commencement Date for Consolidated Office Building

RECOMMENDED ACTION:

Request Board authorize the County Administrative Officer to determine the lease commencement date for the Consolidated Office Building and to sign such documents and take such actions as may be necessary to effectuate lease commencement.

SUMMARY/JUSTIFICATION:

The Consolidated Office Building Lease Agreement defines the Lease Commencement Date as 30 days after substantial completion. The Lease Commencement Date is when the County is required to make its initial lease payment of \$7.8 million as well as commence monthly lease payments. The County cannot occupy and use the building until the Lease Commencement Date. In order to facilitate an orderly move-in, it will be necessary to occupy the building before the 30 days after substantial completion have expired. Staff is requesting that the Board authorize the County Administrative Officer to determine the Lease Commencement Date base on the move-in needs of the County.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not authorize the CAO to determine Lease Commencement. This is not recommended as it will delay moving into the building and increase duplicate rent costs.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

1. Lease Agreement Amendment 2

APPROVALS:

Darcy Ellis
Marshall Rudolph
Clint Quilter

Created/Initiated - 6/9/2021
Approved - 6/10/2021
Final Approval - 6/10/2021

SECOND AMENDMENT TO BUILD TO SUIT LEASE AGREEMENT

This Second Amendment to Build to Suit Lease Agreement (this "Second Amendment") is dated and effective as of February 9, 2021 and between the County of Inyo, California (the "County") and Wolverine/Inyo LLC, a Texas limited liability company, (the "Company").

The County and the Company are parties to the Build to Suit Lease Agreement dated as of January 18, 2019, as amended by the First Amendment to Build to Suit Lease Agreement as of December 24, 2019, (jointly, the "Lease"), to document the build to suit lease arrangement between the Company and the County. Capitalized terms not otherwise defined in this Second Amendment shall have the meanings given in the Lease.

The parties agree to amend the Lease as follows:

1. Meetings. A new Section 1.G. is hereby added to the Lease as follows:

"G. Commencing January 1, 2021, Tenant, its contractors and representatives shall have access to the Building and the right to attend all scheduled construction meetings to coordinate and facilitate the installation of Tenant's fixtures, equipment and similar improvements."

2. Early Access. A new Section 1.H. is hereby added to the Lease as follows:

"H. Landlord sealed the Building envelope by January 1, 2021. Commencing January 1, 2021, Tenant may commence its move-in process and install ancillary electrical and data cabling (consistent with Tenant's existing rights to perform Tenant Work and Early Work, as described in Exhibit C-1, which are not lessened by this Section H). Landlord will leave the ceiling grid open to facilitate the work of Tenant's subcontractors and avoid damage to new ceiling tiles."

3. Continued Access. A new Section 1.I. is hereby added to the Lease as follows:

"I. Commencing February 1, 2021, Tenant may continue its move-in process. Landlord will (1) remain on-site and (2) cooperate with Tenant to accommodate any last-minute change orders. The term "move-in process" shall include not only Tenant Work and Early Work, as described in Exhibit C-1, but also any and all additional steps that Tenant may wish to take in preparation for occupying the Leased Premises, including but not limited to moving all furniture (e.g., desks, chairs tables, file cabinets, and bookcases), decorations, files, and office supplies into the Leased Premises, provided that Tenant's move-in activities do not impede Landlord's ability to achieve Substantial Completion."

4. Lease Commencement Date. Paragraph III.A. of the Lease is hereby deleted and replaced with the following:

“A. Commencement. The “Lease Commencement Date” shall be the thirtieth (30th) calendar day following the date that Substantial Completion of Landlord’s Work as a whole occurs, with the understanding that in lieu of a temporary certificate of occupancy (TCO), Landlord may obtain a letter from the City of Bishop that is the functional equivalent of a TCO. The amount of Tenant’s monthly share of Basic Annual Rent for that initial month shall be pro-rated accordingly to reflect the portion of that month remaining after the Lease Commencement Date.”

5. Effect of Delay. In consideration of the other provisions of this Second Amendment, Subsection (2) of Section III(B) of Exhibit C-1 (entitled “Effect of Delay”) is hereby deleted and replaced with the following:

“(2) If for any reason other than Tenant Delays, Landlord has not delivered the Leased Premises to Tenant by the date that is thirty-two (32) months following the Effective Date of the Lease, Tenant shall have the right to terminate the Lease upon thirty (30) days’ written notice to Landlord; provided, however, Landlord may nullify such notice by delivering the Leased Premises to Tenant prior to the expiration of the 30-day notice period.”

6. Miscellaneous. Landlord stipulates that as of the date of this Second Amendment, there have been no Tenant Delays or Force Majeure events or that any such delays or events are waived. Tenant agrees to waive any rights it may have had to Liquidated Damages related to any failure by Landlord to achieve Substantial Completion by the Target Date and the parties agree that in no event shall the Lease Commencement Date be the date of Substantial Completion of Landlord’s Work.

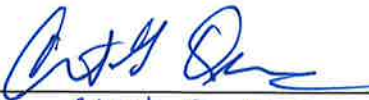
7. Counterparts. This Second Amendment may be executed in multiple counterparts which shall constitute one instrument.

8. Modification. This Second Amendment cannot be modified except by a written instrument signed by the party against whom enforcement is sought.


9. Conflict. In the event of a conflict between the terms of the Lease and this Second Amendment, this Second Amendment shall control.

10. Effect. Except as expressly provided by this Second Amendment, the Lease shall continue in full force and effect.

THE COUNTY OF INYO, CALIFORNIA

by: 
name: Clint Quilter
title: CAO

WOLVERINE/INYO LLC,
a Texas limited liability company

by: 
Wayne C. Lamb, Manager



County of Inyo



County Administrator

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 15, 2021

FROM: Clint Quilter

SUBJECT: Golden State Finance Authority Broadband Memorandum of Understanding

RECOMMENDED ACTION:

Request Board approve and authorize the County Administrative Officer to sign a Memorandum of Understanding with the Golden State Finance Authority regarding development of a Broadband Strategic Plan.

SUMMARY/JUSTIFICATION:

The Golden State Finance Authority (GSFA) is proposing to submit a single grant application on behalf of all Rural County Representatives of California (RCRC) member counties for the purpose of developing broadband strategic plans for each county. In order to be included in the GSFA application being submitted to the U.S. Department of Commerce, Economic Development Administration (EDA), counties must submit a Letter of Support for the application. A support letter was presented to your Board at its June 1 meeting and subsequently submitted to the GSFA upon your approval. The next step in the process is entering a Memorandum of Understanding committing to providing the matching funds discussed below. The MOU is attached for your consideration and approval. In addition to the Broadband Strategic Plan, GSFA is going to be including preparation of a Comprehensive Economic Development Strategy (CEDS). Inyo County is one of only 3 or 4 counties in the state that doesn't have one. They have specific requirements and are often required for some types of federal grant funding.

The grants are available as a result of additional funding allocated to the EDA via the American Rescue Plan Act (ARPA). EDA has received an additional \$3 billion ARPA allocation, most of which will be distributed via competitive grant awards under its Economic Adjustment Program. This program is among the most inclusive in funding for projects ranging from planning grants to dollars for project implementation. If the GSFA's application is approved, EDA would provide funding for 80% of the cost of each countywide broadband plan, with RCRC member counties committing the remaining 20%. For budget purposes, it is estimated that each county plan would cost approximately \$120,000. Therefore, each county that participates in the grant would be required to commit approximately \$25,000.

The American Rescue Plan Act dollars the County will be receiving is would be an excellent source for the match. The goal is for Inyo County to have a strategic plan at the end of project that would enable us to apply for project implementation funds from various federal agencies including USDA and EDA.

In the event the application is approved, County will be responsible for identifying and coordinating a local broadband task force to provide input for the Broadband Strategic Plan, and will cooperate with GSFA's selected

consultant in development of the Plan. County will further be responsible for presenting the final draft Broadband Strategic Plan to County's Board of Supervisors and any other appropriate public bodies for consideration and possible adoption.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. Golden State Finance Authority Broadband MOU
2. Inyo County EDA Letter of Support

APPROVALS:

Darcy Ellis	Created/Initiated - 6/9/2021
Darcy Ellis	Approved - 6/9/2021
Marshall Rudolph	Approved - 6/10/2021
Amy Shepherd	Approved - 6/10/2021
Clint Quilter	Final Approval - 6/10/2021

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOLDEN STATE FINANCE AUTHORITY
AND
THE COUNTY OF [REDACTED]
REGARDING DEVELOPMENT OF A BROADBAND STRATEGIC PLAN**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is dated [REDACTED] and made between the **GOLDEN STATE FINANCE AUTHORITY (“GSFA”)** and the **COUNTY OF [REDACTED]** (“County”). This MOU is made in reference to the following facts:

RECITALS:

- (a) GSFA is a joint powers authority organized and existing under Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code, exercising powers common to its thirty-six member counties and all additional powers given to a joint powers entity under any of the laws of the State of California.
- (b) Under that certain *Amended and Restated Joint Exercise of Powers Agreement* dated November 1, 2019, GSFA’s functions include establishing and operating programs and projects to promote economic development, and financing the construction, acquisition, and improvement of infrastructure.
- (c) County is a full member of GSFA, and a signatory to that certain *Amended and Restated Joint Exercise of Powers Agreement* dated November 1, 2019.
- (d) GSFA intends to apply to the U.S. Department of Commerce, Economic Development Administration for grant funding to support preparation of Broadband Strategic Plans and Comprehensive Economic Development Strategy (CEDS) documents on behalf of participating member counties.
- (e) County desires to participate in the grant application submitted by GSFA, and to cooperate with GSFA to develop both a Broadband Strategic Plan and CEDS for County.

THEREFORE, THE PARTIES SHALL JOINTLY EXERCISE THEIR COMMON POWER AS FOLLOWS:

- 1. Recitals Incorporated. The above recitals are true and correct, and are hereby incorporated into this MOU.
- 2. Authority. This MOU is authorized by Government Code sections 6500 et seq., 12100, 26100 et seq., 26227, and 52200 et seq., and Section 6 of that certain *Amended and Restated Joint Exercise of Powers Agreement* dated November 1, 2019.

3. Responsibilities of GSFA.

A. GSFA will apply to the U.S. Department of Commerce, Economic Development Administration for funding under the American Rescue Plan Act (Public Law No. 117-2) to support preparation of a Broadband Strategic Plan on behalf of County.

In the event that the application is approved, GSFA will provide all grant administration including required project and fiscal reporting, as well as project management support for grant activities. GSFA will also engage a qualified consultant to prepare a draft Broadband Strategic Plan for County, which will, at a minimum, include: information on all existing networks, internet service providers (ISPs), and services/speed provided; a description of unmet needs of existing businesses; conceptual designs for network that incorporates information from relevant regional CEDS or equivalent economic development plans, or connectivity plans; information on applicable federal and state funding opportunities for broadband infrastructure deployment; and, recommendations for key project opportunities.

B. GSFA will further apply to the U.S. Department of Commerce, Economic Development Administration for funding under the American Rescue Plan Act (Public Law No. 117-2) to support preparation of a Comprehensive Economic Development Strategy (CEDS) for County.

In the event the application is approved, GSFA will provide all grant administration including required project and fiscal reporting, as well as project management support for grant activities. GSFA will engage a qualified consultant to prepare a draft CEDS for County in accordance with the guidelines of the Economic Development Administration, including necessary and required stakeholder engagement and economic analysis.

4. Responsibilities of County.

A. In the event the application is approved, County will be responsible for identifying and coordinating a local broadband task force to provide input for the Broadband Strategic Plan, and will cooperate with GSFA's selected consultant in development of the Plan. County will further be responsible for presenting the final draft Broadband Strategic Plan to County's Board of Supervisors and any other appropriate public bodies for consideration and possible adoption.

B. In the event the application is approved, County will further be responsible for providing an appropriate single point of contact with whom the consultant will work to ensure that all component pieces of the CEDS and community engagement are coordinated. County will further be responsible for presenting the final draft of the CEDS to the County's Board of Supervisors and any other appropriate public bodies for consideration and possible adoption.

5. Match. U.S. Department of Commerce, Economic Development Administration grant funding requires a match of up to twenty percent (20%). GSFA will determine the match amount attributable to County, based upon the proportion of grant funding utilized for preparation of County's Broadband Strategic Plan and CEDS and the applicable match percentage specified by the Economic Development Administration. County shall remit the applicable match amount to GSFA as set forth in this section. The estimated match amount for County, including both the Broadband Strategic Plan and CEDS, is **\$45,000**, and the maximum amount payable by County under this MOU shall not exceed \$45,000.

County may elect to advance the estimated match of \$45,000 to GSFA pursuant to Government Code section 6504, in which case any unused amount will be reimbursed to County upon completion of this MOU as set forth in Section 6. Alternatively, after approval of grant by the Economic Development Administration, GSFA will invoice County for the applicable match amount determined in accordance with this section, and County will pay such invoice within thirty (30) days.
6. Term. This MOU shall become effective as of the date signed by both parties, and shall remain in effect until preparation of the draft Broadband Strategic Plan and CEDS for County is complete. If the grant application submitted by GSFA is not approved, this MOU shall terminate upon GSFA's receipt of notice of disapproval.
7. Compliance with Law. GSFA and County shall perform all functions related to the services or activities described herein in accordance with all applicable federal, state, county, district, and municipal laws, ordinances, regulations, and rules, and in accordance with the terms of the aforementioned grants.
8. Independent Contractor. GSFA shall, during the entire term of this MOU, be construed to be an independent contractor and nothing in this MOU is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which GSFA performs the services which are the subject matter of this contract. GSFA staff performing services under this MOU shall at all times remain employees of GSFA, and shall not be deemed employees of County for any purpose. GSFA shall be solely responsible for any and all compensation, payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for any GSFA employee providing services under this MOU.
9. Mutual Indemnification. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties hereto pursuant to Government Code section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but

instead the parties agree, pursuant to Government Code section 895.4, as follows:

- A. GSFA shall hold harmless, defend, and indemnify County, its agents, officers, and employees, against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of County) being damaged by the negligent acts, willful acts, or errors or omissions of GSFA, or any person employed by or under GSFA in any capacity, during the provision of services provided for herein, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County.
 - B. County shall hold harmless, defend, and indemnify GSFA, its agents, officers, and employees, against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of GSFA) being damaged by the negligent acts, willful acts, or errors or omissions of County, or any person employed by or under County in any capacity, during the provision of services provided for herein, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of GSFA.
10. Insurance. GSFA and County shall each secure and maintain in full force and effect during the full term of this agreement commercial general liability insurance or participation in a self-insurance program, including coverage for owned and non-owned automobiles and other insurance necessary to protect the public, with limits of liability of not less than \$1 million combined single limit bodily injury and property damage. Policies shall be written by carriers reasonably satisfactory to each party. On request, a certificate evidencing the insurance requirements of this paragraph shall be provided.
 11. No Third-Party Beneficiary. Nothing in this Agreement shall be construed to create any rights of any kind or nature in any other party not a named party to this Agreement.
 12. Authorization. Each party executing this MOU and each person executing this MOU in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purporting to act.
 13. Entire Agreement/Amendments. This MOU supersedes all previous agreements or understandings, and constitutes the entire understanding between the parties with respect to the above referenced services, terms

of compensation, and otherwise. This MOU shall not be amended, except in a writing that is executed by authorized representatives of both parties.

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

IN WITNESS WHEREOF, GSFA and County have executed this Memorandum of Understanding on the day and year set forth below.

Date: _____

GOLDEN STATE FINANCE AUTHORITY

By: _____

Executive Director

Date: _____

COUNTY OF _____

By _____

[TITLE]

APPROVED AS TO FORM:

County Counsel



GSFA General Counsel



EL CAMINO SIERRA

BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373
e-mail: dellis@inyocounty.us

MEMBERS OF THE BOARD
DAN TOTTEROH
JEFF GRIFFITHS
RICK PUCCI
JENNIFER ROESER
MATT KINGSLEY

CLINT G. QUILTER
Clerk of the Board

DARCY ELLIS
Assistant Clerk of the Board

June 1, 2021

Malinda Matson, Economic Development Representative
U.S. Department of Commerce, Economic Development Administration
915 Second Avenue, Room 1890
Seattle, WA 98174

Dear Ms. Matson,

The County of Inyo wishes to express their support for the Golden State Finance Authority's Rural California Broadband Strategic Planning application to the U.S. Department of Commerce, Economic Development Administration under funding made possible by the American Rescue Plan Act. The application outlines an important program of work that would establish "foundational readiness" for broadband investment and deployment across rural California. The proposed work would include the development of comprehensive broadband strategic plans for many of the rural counties in the state, Inyo County among them, that do not currently have such plans.

High-speed, ubiquitous broadband availability in rural California is often a critical missing component of infrastructure. Its absence precludes residents and businesses in unserved and underserved communities from participating in the 21st Century economy. High-speed broadband provides essential benefits by allowing increased economic and trade opportunities for small to medium-sized businesses and serves as a required component of infrastructure for all large businesses in 2021. The lack of this essential infrastructure component is limiting existing businesses in rural California from reaching their full potential and eliminating business recruitment activities that could result in much needed jobs and investment for these communities.

The development of broadband strategic plans for rural California counties will provide important benefits for rural economies. First, it will allow communities to strategically invite and direct broadband investment into unserved and under-served areas; second, it will provide the information needed for local elected officials to develop policies that encourage that investment; and third, it will open the door for rural communities to take advantage of federal funding opportunities that require (or strongly encourage) broadband strategic plans to be in place. The broadband strategic plan creates the foundation upon which investment and deployment of broadband infrastructure can and will occur.

Inyo County is one of the counties that will benefit from the work proposed in Golden State Finance Authority's grant application. As such, we strongly support this application and request that you give it your highest level of consideration.

Sincerely,

Jeff Griffiths, Chairperson
Inyo County Board of Supervisors



County of Inyo



Health & Human Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 15, 2021

FROM: Melissa Best-Baker

SUBJECT: Request Board amend the Fiscal Year 2020-2021, Foster Care Budget (056400)

RECOMMENDED ACTION:

Request Board amend the Fiscal Year 2020-2021, Foster Care Budget Budget 056400 as follows: increase estimated revenue in Foster Care-Object Code (4427) by \$25,000 and Federal Foster Care-Object Code (4512) by \$25,000 and increase appropriation in Support and Care Object Code (5501) by \$50,000 (*4/5ths vote required*).

SUMMARY/JUSTIFICATION:

This budget amendment comes to your Board as the result of increases to the amount paid to foster parents coupled with an increase in caseload and the placement of a child in a higher cost Short-Term Residential Treatment Program (STRTP). Our expenditures at third quarter were at 78%, and April payments for the month of March had not been issued at that time. The fluctuations in case load and the cost for the STRTP, which is over \$14,000 per month has resulted in the need to recognize additional revenues to ensure payments through the end of the fiscal year. The Department respectfully requests the budget be amended as recommended.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the budget amendment and leave us unable to provide financial assistance to foster families.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

Federal and State funding and Social Services Realignment. These costs are paid out of Foster Care (056400) object code Support and Care (5501)

ATTACHMENTS:

APPROVALS:

Melissa Best-Baker
Darcy Ellis
Marilyn Mann
Denelle Carrington
Amy Shepherd
Melissa Best-Baker
Marilyn Mann

Created/Initiated - 6/8/2021
Approved - 6/9/2021
Approved - 6/9/2021
Approved - 6/9/2021
Approved - 6/9/2021
Approved - 6/9/2021
Final Approval - 6/9/2021



County of Inyo



Sheriff

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 15, 2021

FROM: Office of the Sheriff

SUBJECT: Ratify and approve payments to MRA for radio project

RECOMMENDED ACTION:

Request Board ratify and approve payments to Mobile Relay Associates of Paramount, CA in a total amount not to exceed \$22,814.23.

SUMMARY/JUSTIFICATION:

On March 16, 2021 your Board approved Mobile Relay Associates, LLC of Paramount, CA as a sole-source supplier of two-way radios/programming and service provider for a UHF trunked radio system. The batteries and accessories purchased through Mobile Relay are needed for the two-way radios and the UHF trunked radio system.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to ratify and approve payments of these outstanding invoices and have the Sheriff's Office return these items to the vendor. This option is not recommended as some of these items have been installed and are currently in use, leaving the Sheriff's Office with the batteries and accessories to run the two-way radios.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

Funding is available in the Sheriff General Budget 022700, Object Code 5112.

ATTACHMENTS:

1. Mobile Relay Invoices

APPROVALS:

Riannah Reade
Darcy Ellis
Denelle Carrington
Amy Shepherd
Jeffrey Hollowell

Created/Initiated - 6/9/2021
Approved - 6/9/2021
Approved - 6/9/2021
Approved - 6/9/2021
Final Approval - 6/9/2021

INVOICE

101007086-1

Invoice Date: 04/27/2021

Bill To:

Inyo County Sheriff's Office
Attn: Lauri Harner
PO Drawer "S"
Independence, CA 93526

Ship To:

Inyo County Sheriff
Jared Sparks, Lieutenant
550 S. Clay St.
Independence, CA 93526

Customer #: C19854		SalesPerson: JP	PO# :	Terms: Net 15	
Qty	Item	Description	Unit Price	Amount	
12	12HX505-FR	EnerSys 12V battery AGM flame retardant 105aH	185.00	2,220.00	
9	RAY094 SP1	Battery Jumper -Custom	12.00	108.00	
4	RAY094	Battery Jumper	10.00	40.00	
2	RAY094 SP2	Battery Jumper - Custom from Battery System to Outback Power System 48V	25.00	50.00	
1	Misc.	Breaker with jumper cable	40.00	40.00	

Subtotal:	\$2,458.00
Tax:	\$190.50
Total Amount:	\$2,648.50

INVOICE

101007125-1

Invoice Date: 04/27/2021

Bill To:

Inyo County Sheriff's Office
 Attn: Lauri Harner
 PO Drawer "S"
 Independence, CA 93526

Ship To:

Inyo County Sheriff
 Jared Sparks, Lieutenant
 550 S. Clay St.
 Independence, CA 93526

Customer #: C19854		SalesPerson: JP	PO# : Mazourka	Terms: Net 15	
Qty	Item	Description	Unit Price	Amount	
6	HR7500ET	Battery AGM Deka Unigy 340Ah (Refurbished)	250.00	1,500.00	
10	RAY094	Battery Jumper	10.00	100.00	
16	Labor	Labor to replace battery system at Mazorka for county radios	125.00	2,000.00	

Subtotal:	\$3,600.00
Tax:	\$124.00
Total Amount:	\$3,724.00

PAST DUE
PLEASE REMIT

INVOICE

Page 1

116002716-1

Invoice Date: 02/08/2021

Bill To:
Inyo County Sheriff
Jared Sparks, Lieutenant
550 S. Clay St.
Independence, CA 93526

Ship To:
Inyo County Sheriff
Jared Sparks, Lieutenant
550 S. Clay St.
Independence, CA 93526

Customer #: C19854		SalesPerson: JP	PO# :	Terms: Net 15	
Qty	Item	Description	Unit Price	Amount	
1	NX-5800K	Kenwood UHF (450-520MHz), 45W,NXDN Conventional type-C trunking	800.00	800.00	
1	RDRP	Redefine Radio Parameters Program for Demo System	25.00	25.00	
1	MWU4002S	380-520MHz wide band antenna, chrome coil w/spring, 2dB gain w/ groundplane, Unity gain w/o groundplane	45.30	45.30	
1	MBAL-06	"3/4"" NMO Style Mount W/17' Rg58A/U Cab Brass UHF (Replaced w/MB8)	25.00	25.00	
1	Shipping Charge	Shipping & Handling Shipped on 2/5/2021 Tracking # 1Z 908 631 03 6373 7606	25.00	25.00	

Subtotal:	\$920.30
Tax:	\$67.45
Total Amount:	\$987.75

INVOICE

116002786-1

Invoice Date: 04/30/2021

Bill To:

Inyo County Sheriff
Jared Sparks, Lieutenant
550 S. Clay St.
Independence, CA 93526

Ship To:

Inyo County Sheriff
Jared Sparks, Lieutenant
550 S. Clay St.
Independence, CA 93526

Customer #: C19854		SalesPerson: JP	PO# :	Terms: Net 15	
Qty	Item	Description	Unit Price	Amount	
✓1	PMKNBL2LIP-41	Power Products 7.4V, 4100mA, 30.3 Wh LiPoh Battery Code "2104"	102.06	102.06	
✓3	NX-800K	Kenwood NXDN Digital Trunked 450-520 MHz 30W 128 Zone Mobile	518.00	1,554.00	
✓1	KRK-10	Remote Mount Kit For NX-800 (With 23' Cable)	74.90	74.90	
✓1	NX-5800K	Kenwood UHF (450-520MHz), 45W, NXDN Conventional type-C trunking	700.00	700.00	
✓1	NX-5300K2	Kenwood UHF (450-420MHz) 5W, NXDN Conventional / TYPE-C trunking Shipped on 4/20/21 Tracking # 1Z 908 631 03 6359 5975	589.40	589.40	
✓1	NX-3300K2	Kenwood 400-520MHz digital portable 5 W, w/ LCD and D-pad/4key Radio only	458.50	458.50	
✓1	PMKNB78LIP	7.4v/3000mAh/LiPo/PolyMax	82.46	82.46	
✓1	KSC-25LSK	JVC/Ken 100~240 volt rapid rate single unit charger KNB-40LC(V), 55L, 57L 68LC, 78LM, 79LCM Li-on Battery Shipped on 4/1/21	34.30	34.30	
✓1	KRA-27M	Kenwood Antenna 440-490 MHz Whip For TK- 3160/3170/3173/3180/NXDN Shipped on 4/20/21 Tracking # 1Z 908 631 03 6359 5975	11.69	11.69	
✓1	KWD-3501TR	Kenwood License Key for Digital Trunking NX-3x00	29.19	29.19	
✓6	RDRP	Redefine Radio Parameters	25.00	150.00	
✓1	KRA-27M	Kenwood Antenna 440-490 MHz Whip For TK- 3160/3170/3173/3180/NXDN	11.69	11.69	
✓1	KNB-L3M	Kenwood Li-ion 3400mAh (high capacity) X06WF	128.10	128.10	

INVOICE

116002786-1

Invoice Date: 04/30/2021

Bill To:

Inyo County Sheriff
 Jared Sparks, Lieutenant
 550 S. Clay St.
 Independence, CA 93526

Ship To:

Inyo County Sheriff
 Jared Sparks, Lieutenant
 550 S. Clay St.
 Independence, CA 93526

Customer #: C19854	SalesPerson: JP	PO# :	Terms: Net 15	
Qty	Item	Description	Unit Price	Amount

		Shipped on 4/20/21 Tracking # 1Z 908 631 03 6359 5975		
✓1	SS12-TK7180	Astron Power Supply 13.8V 10A Continuous 12A lcs For TK-8180/ 7180/ TK-7360Hvk/ NX-800	164.00	164.00
✓1	SS-12NX5	Astron 12 amp power supply for NX-5000 series	140.00	140.00
✓1	KCH-21RM	JVC/Ken control head for long cable portable	710.50	710.50
✓1	KCT-77M2	JVC/Ken remote control cable for KCH21RM (17feet)	130.90	130.90
		Shipped on 4/20/21 Tracking # 1Z 908 631 03 6359 5975		

	Subtotal:	\$5,071.69
	Tax:	\$381.43
	Total Amount:	\$5,453.12



15330 Vermont Ave.
Paramount, CA 90723
Phone #: (323) 636-5202

INVOICE

Page 1

116002836-1

Invoice Date: 05/20/2021

Bill To:
Inyo County Sheriff
Jared Sparks, Lieutenant
550 S. Clay St.
Independence, CA 93526

Ship To:
Inyo County Sheriff
Jared Sparks, Lieutenant
550 S. Clay St.
Independence, CA 93526

Customer #: C19854		SalesPerson: JP		PO# :		Terms: Net 15	
Qty	Item	Description		Unit Price	Amount		
2	KMC-9C	Desk Microphone (8 Pin Modular Plug) For NX-800		61.60	123.20		
		Internal Item Number		10512			
8	BPKNB48LIP	Power Products 7.2V / 4800 mAh/34.6Wh Li-Ion for NX300,300G,200		91.28	730.24		
		shipped the 3 on 5/20/21 Complete order					

Subtotal:	\$853.44
Tax:	\$66.14
Total Amount:	\$919.58



County of Inyo



County Administrator - Risk Management

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 15, 2021

FROM: Aaron Holmberg

SUBJECT: Records Retention

RECOMMENDED ACTION:

Request Board approve and authorize the Chairperson to sign Resolution No. 2021-35, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Declaring a Risk Management Department Records Retention Policy."

SUMMARY/JUSTIFICATION:

Risk Management, by the nature of its work, tends to have a lot of records. The Risk Manager has spent many hours over the last two years organizing and cataloging those records. The accompanying Resolution will approve a plan designed to eliminate unnecessary paper and digital storage of the Risk Management Department. Paper storage costs money to manage, insure, and protect. All records that do not meet the criteria carefully laid out in the Policy will be shred and destroyed. The Policy was vetted by review of all relevant codes and best practice for each area of relevance.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Risk Management may have had an internal policy regarding records retention for many years, but it is unclear if that policy ever came to the Board. This resolution seeks to resolve that gap while adding details and clarity to the prior internal policy.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If your Board so chooses, Risk Management could continue to keep records past their relevance.

OTHER AGENCY INVOLVEMENT:

Risk Management would like to thank PRISM's legal counsel, our outside ADA attorney, and County Counsel for their consultation and expertise in the development of this policy.

FINANCING:

Adoption of this Resolution will save storage-related costs, including staff time.

ATTACHMENTS:

1. Resolution - Risk Mgmt Records Retention Policy

APPROVALS:

Aaron Holmberg

Created/Initiated - 5/27/2021

Darcy Ellis

Approved - 6/3/2021

Aaron Holmberg

Approved - 6/3/2021

Marshall Rudolph

Approved - 6/3/2021

Amy Shepherd

Approved - 6/3/2021

Sue Dishion

Final Approval - 6/3/2021

RESOLUTION NO. 2021-XX

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, DECLARING A RISK MANAGEMENT DEPARTMENT RECORDS RETENTION POLICY

WHEREAS, the County of Inyo recognizes the need for retention of records in a systematic and orderly manner for the benefit of the public and for the efficient and effective operation of risk management functions; and

WHEREAS, various codes and statutes from entities including OSHA, Cal/OSHA, CFRA, FSLA, FEHA, ADEA, ADA, ADA, GINA, and NLSA, have specific and general records retention directives, and these have been consulted; and

WHEREAS, the liability insurance provider and legal consultants have reviewed and provided comment to Risk Management regarding best practice in retention of records; and

WHEREAS, reduction of unnecessary storage can reduce tax payer funds needed to manage that storage and can reduce the likelihood of unintentional release of protected items; and

NOW, THEREFORE, BE IT RESOLVED that the Inyo County Board of Supervisors hereby adopts the following Risk Management Records Retention Policy, effective July 1, 2021.

RISK MANAGEMENT RECORDS RETENTION POLICY

CLAIMS/LEGAL/COMPLIANCE

1. Liability claims (County as defendant) records - Closed + 5 years (Gov. Code 25105.5)
2. Claims of County (County as plaintiff) records - Closed + 5 years
3. Records regarding potential litigation – 10 years
4. Indemnity workers' compensation claim files – permanent
5. Medical only, first aid, and report-only workers' compensation claim files – Claimant's employment + 5 years
6. Workers' compensation claim summary reports and file reviews - 3 years
7. Property claims files - Closed + 5 years
8. Cyber Event files - Closed + 3 years
9. Records regarding pollution claims - permanent
10. Annual loss run reports (all lines of coverage) – 10 years
11. OSHA 300/301 logs and OSHA complaint/violation files – Closed + 5 years
12. Employee/volunteer exposure records - permanent

INSURANCE/COVERAGE

13. Policies (including evidence of recording of crime policy) and MOCs – permanent
14. Certificates of Insurance/Coverage – permanent
15. Renewal applications – 5 years
16. Departmental budget spreads for 500903 and 500902 budget allocations – 3 years
17. PRISM Annual Reports– 5 years
18. PRISM Board & Committee agendas and related notes – 1 year
19. Coverage-related correspondence regarding claims, policy, or MOC – permanent

20. Audits and actuarial reports - Closed + 5 years

OTHER

- 21. Responses to PRA requests executed by Risk Management – 5 years
- 22. ADA/FEHA case files – 5 years from origination date (10 years from date closed if litigated)
- 23. ADA Grievance files – 5 years from date of origination (10 years from date closed if litigated)
- 24. Reports on property inspections, safety audits, and facility ADA assessments – 3 years
- 25. Employee safety training records – at least 3 years
- 26. Budget Files – payments, invoices, reimbursements – 3 years
- 27. Safety Plans (Injury and Illness Prevention Plan, Emergency Action Plan, Heat Illness Prevention Plan, etc.) – retain current version only
- 28. Health and Safety Committee agendas and minutes – 3 years
- 29. Volunteer agreements and releases of liability – 10 years
- 30. Short-term property use agreements and related insurance documents– 3 years after conclusion of event

PASSED AND ADOPTED on this _____ day of _____, 2021, by the Inyo County Board of Supervisors, County of Inyo, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jeff Griffiths, Chairperson
Inyo County Board of Supervisors

ATTEST:

CLINT QUILTER
Clerk of the Board

By: _____
Darcy Ellis, Assistant



County of Inyo



County Administrator - Personnel DEPARTMENTAL - ACTION REQUIRED

MEETING: June 15, 2021

FROM: Clint Quilter, Sue Dishion

SUBJECT: Proposed Salary Adjustments for Elected and Appointed Department Heads and Officials

RECOMMENDED ACTION:

Request Board adopt proposed Ordinance 1266 titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Section 2.88.040 of the Inyo County Code to Provide for Increases in the Salary for Certain Elected County Officials, Excluding Members of the Board of Supervisor."

SUMMARY/JUSTIFICATION:

At your June 8, 2021 meeting, your Board voted to waive the first reading of this ordinance and set enactment for today. If approved today, the ordinance shall take effect and be in full force and effect thirty (30) days after its adoption.

BACKGROUND

In January of 2019, your Board appointed a subcommittee made up of Supervisors Pucci and Kingsley to meet with elected department heads regarding elected official compensation and, subsequently, appointed department head compensation. There were a variety of issues to be addressed. These included:

- having a rational mechanism for evaluating or adjusting elected department head salaries
- the lack of any mechanism for evaluating or adjusting appointed department head salaries
- equity between elected and appointed department heads with similar responsibilities
- equity between appointed department heads promoted from within versus appointed department recruited from outside the organization

While there was a mechanism for adjusting elected department head salaries based upon a comparison with 15 comparable counties, this mechanism was rudimentary and did not take into account variation in job scope or total compensation. Beyond this, evaluation and adjustment of elected and appointed department head salaries was rarely being done, and then it was done on an ad hoc basis with little or no consideration of scope of responsibility in comparison to other positions. There also tended to be a disparity between department heads appointed from within the organization that were typically paid less than department heads recruited from outside the organization. This normally occurred because in-house candidates did not have department head experience. However, this disparity was exacerbated by lack of a mechanism for internally promoted department heads to earn a more equitable salary as they gained experience.

On January 28, 2019, the Board subcommittee met with and formed a larger committee with all elected department heads. The included the District Attorney, Sheriff, Assessor, Auditor-Controller, Treasurer-Tax Collector, Clerk-Recorder. The committee spent a substantial amount of time discussing the relevant issues and possible mechanisms to resolve them. It was determined that a technical committee made up of elected department heads and the County Administrator would perform an analysis for presentation to the full committee. After the mechanism discussed below was developed and an analysis done, it was presented to the Board subcommittee and all elected department heads on July 11, 2019. It was presented to all appointed department heads on August 29, 2019.

The intent was to bring the analysis along with an implementation strategy to your Board for consideration in the spring of 2020 to coincide with budget development. However before this was done the COVID pandemic hit. Because of fiscal uncertainty and severe restrictions being placed on private businesses the matter was tabled. As was noted in the FY 20-21 Third Quarter Budget update, the County has weathered the pandemic well fiscally and agreements have been reached with all collective bargaining groups, including a compensation and limited classification study done in conjunction with the Inyo County Employee Association Memorandum of Understanding. Additionally, if adjustments are to be made to elected official salaries, it must be done now in order advise possible candidates of the compensation for the elected positions. Consequently, this item is now being brought forward.

METHODOLOGY

The technical committee met in March, 2019, to review a draft analysis strategy developed Auditor Control Amy Shepherd. The key element of this analysis was to select a benchmark position that was very similar for every county and to then determine how other positions were compensated in comparison to that benchmark. The benchmark position chosen was the County Administrative Officer as nearly every county has this position and the job descriptions are very similar. The other advantage of choosing this position as a benchmark is that it allows the County Administrator to review and complete the analysis objectively because that becomes the only position that is guaranteed to not have an increase in compensation.

The advantage of doing this type of analysis is that it eliminates the need to account for differences in retirement plans, insurance plans or other benefits. Those benefits will be consistent between executive positions in a given organizations and therefor do not need to analyzed between organizations.

The counties initially chosen for comparison were San Luis Obispo, Monterey, Nevada, Mariposa, Mono, Ventura, and Calaveras. These were initially chosen due to ease of obtaining information and having the necessary positions. Subsequently, we were able to identify an easy mechanism to access the information from most counties. In order to test the validity of our method, different groups of counties were used in a similar analysis for a sampling of positions. This was done in 3 ways. First, an analysis was done using the first California county alphabetically and every seventh county thereafter in an alphabetized list. Second, an analysis was done using the fourth California county alphabetically and included every seventh county thereafter in an alphabetized list. Finally, an analysis was done using the 18 California counties beginning with the letter S. All three of the analyses gave results that were within 2% of the analysis using the original counties.

Once the analysis was completed, positions were grouped into bands in order reduce the number of different salary schedules required and to maintain consistency between positions with similar responsibilities. These banded percentages are the recommended percentage of the County Administrator Salary for each position.

ANALYSIS RESULTS

The results of the analysis are as follow with the raw percentage, a banded percentage utilized to reduce the number different salary scales as is typical in public agencies, and the current percentage of CAO salary.

Position	Raw % of CAO Salary	Banded % of CAO Salary	Current % of CAO Salary
-----------------	----------------------------	-------------------------------	--------------------------------

County Counsel	91%	91%	103%
District Attorney	87%	87%	82%
Sheriff	87%	87%	83%
HHS Director	81%	80%	71%
Public Works Director	79%	80%	80%
Asst. County Admin.	79%	80%	71%
Child Support Director	68%	69%	69%
Auditor Controller	69%	69%	62%
Probation Chief	69%	69%	69%
Assessor	68%	69%	62%
Water Director	66%	69%	63%
Planning Director	65%	63%	58%
Env. Health Director	62%	63%	58%
Clerk Recorder	61%	63%	56%
Treasurer Tax Collector	61%	63%	56%
Ag. Commissioner	59%	63%	80%
Public Guardian/Admin	40%	40%	38%
Board of Supervisors	37%	37%	31%

RECOMMENDED IMPLEMENTATION

Elected Department Heads and Board of Supervisors

It is recommended by staff and by the subcommittee that the salaries for the elected positions be moved to banded percentage of the CAO salary as determined by the analysis. These positions will also receive a COLA consistent with other employee groups. These two adjustments are reflected in the attached ordinances.

Appointed Department Heads

Staff and the subcommittee recommend that a 5-step salary scale be utilized for appointed department heads. The top step is set at the banded percentage of the CAO salary as determined by the analysis with four steps below in increments of 5% as is typical for all other county employees. This solves the issue of inequity between internal hires and external hires. Department heads can be appointed at the step in the scale that the Board feels is appropriate for their experience and expertise, while providing a consistent mechanism recognizing and compensating for experience gained.

Three of the 10 appointed positions were determined to be above market and will receive no adjustment but will receive the COLA consistent with other employee groups. It is recommended that when these positions become vacant they be filled within the banded range.

In addition to the COLA, it is recommended that the adjustment for the remainder of the positions be consistent with the implementation of the limited classification study performed as a part of the Inyo County Employee Association Memorandum of Understanding. Appointed department heads will be moved to the closest step above their current salary with a minimum of 5%. As with all other employees, they would be eligible to move to the next step annually based upon receiving a satisfactory performance evaluation from the Board of Supervisors.

Exceptions to the implementation are the Public Works Director, Child Support Director, and the Environmental Health Director. These are relative new hires who have contracts that include the step mechanism being recommended here and have been placed at the step agreed to by them and the Board. They will receive the COLA consistent with other employee groups.

As final note, this recommended analysis and implementation has been prepared as rational framework for the Board to consider when making appointment. However, the setting of salaries is solely the purview of your Board and you have complete discretion in doing so as the situation dictates.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not approve and provide direction to staff on a different direction.

OTHER AGENCY INVOLVEMENT:

Elected Officials, Department Heads

FINANCING:

The costs associated with these changes are included in the proposed FY 2021/2022 county budget.

ATTACHMENTS:

1. Proposed Ordinance 1266

APPROVALS:

Darcy Ellis	Created/Initiated - 6/9/2021
Darcy Ellis	Approved - 6/9/2021
Sue Dishion	Approved - 6/9/2021
Marshall Rudolph	Approved - 6/10/2021
Amy Shepherd	Approved - 6/10/2021
Clint Quilter	Final Approval - 6/10/2021

ORDINANCE NUMBER _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE CALIFORNIA, AMENDING SECTION 2.88.040 OF THE INYO COUNTY CODE TO PROVIDE FOR INCREASES IN THE SALARY FOR CERTAIN ELECTED COUNTY OFFICIALS, EXCLUDING MEMBERS OF THE BOARD OF SUPERVISORS

The Inyo County Board of Supervisors ORDAINS as follows:

SECTION I: Authority

Government Code Section 25300 provides that the Board of Supervisors may set the compensation for elected officials by ordinance.

SECTION II: Purpose

The Board of Supervisors for the County of Inyo enacted section 2.88.040 of the Inyo County Code, which sets compensation to be received by elected county officials, excluding members of the Board of Supervisors. By this ordinance, the Board intends to provide for increases in the salary for certain elected officials.

SECTION III: Section 2.88.040(A) Amended to provide for increases in the salary for certain elected officials, excluding the Board of Supervisors.

Subsection A of Section 2.88.040 of the Inyo County Code is amended to read as follows:

- A. Salary: Salaries for each Elected Official listed below shall be paid in accordance with the procedures used to pay all other county officers and employees, as follows:

Title	July 22, 2021 and on
Assessor	\$ 11,198
Auditor/ Controller	\$ 11,198
Clerk/Recorder	\$ 10,225
District Attorney	\$ 14,120
Public Administrator	\$ 9,491
Sheriff	\$ 14,120
Tax Collector/Treasurer	\$ 10,225

SECTION IV: Severability.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Board hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this ordinance would be subsequently declared invalid or unconstitutional.

SECTION V: EFFECTIVE DATE.

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

PASSED AND ADOPTED this _____ day of _____, 2021,
by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Chairperson, Inyo County Board of Supervisors

ATTEST: Clint Quilter
Clerk of the Board

By: _____
Darcy Ellis
Assistant Clerk of the Board

DCH/BOARD.ORD



County of Inyo



County Administrator - Personnel

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 15, 2021

FROM: Clint Quilter, Sue Dishion

SUBJECT: Proposed Salary Adjustments for Elected and Appointed Department Heads and Officials

RECOMMENDED ACTION:

Request Board adopt proposed Ordinance 1267 titled, "An Ordinance of the Inyo County Board of Supervisors, State of California Amending Section 2.04.040 (A) of the Inyo County Code to Provide for Increases in the Salary for Members of the Board of Supervisors."

SUMMARY/JUSTIFICATION:

At your June 8, 2021 meeting, your Board voted to waive the first reading of this ordinance and set enactment for today. If approved today, the ordinance shall take effect and be in full force and effect thirty (30) days after its adoption.

BACKGROUND

In January of 2019, your Board appointed a subcommittee made up of Supervisors Pucci and Kingsley to meet with elected department heads regarding elected official compensation and, subsequently, appointed department head compensation. There were a variety of issues to be addressed. These included:

- having a rational mechanism for evaluating or adjusting elected department head salaries
- the lack of any mechanism for evaluating or adjusting appointed department head salaries
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On January 28, 2019, the Board subcommittee met with and formed a larger committee with all elected department heads. The included the District Attorney, Sheriff, Assessor, Auditor-Controller, Treasurer-Tax Collector, Clerk-Recorder. The committee spent a substantial amount of time discussing the relevant issues and possible mechanisms to resolve them. It was determined that a technical committee made up of elected department heads and the County Administrator would perform an analysis for presentation to the full committee. After the mechanism discussed below was developed and an analysis done, it was presented to the Board subcommittee and all elected department heads on July 11, 2019. It was presented to all appointed department heads on August 29, 2019.

The intent was to bring the analysis along with an implementation strategy to your Board for consideration in the spring of 2020 to coincide with budget development. However before this was done the COVID pandemic hit. Because of fiscal uncertainty and severe restrictions being placed on private businesses the matter was tabled. As was noted in the FY 20-21 Third Quarter Budget update, the County has weathered the pandemic well fiscally and agreements have been reached with all collective bargaining groups, including a compensation and limited classification study done in conjunction with the Inyo County Employee Association Memorandum of Understanding. Additionally, if adjustments are to be made to elected official salaries, it must be done now in order advise possible candidates of the compensation for the elected positions. Consequently, this item is now being brought forward.

METHODOLOGY

The technical committee met in March, 2019, to review a draft analysis strategy developed Auditor Control Amy Shepherd. The key element of this analysis was to select a benchmark position that was very similar for every county and to then determine how other positions were compensated in comparison to that benchmark. The benchmark position chosen was the County Administrative Officer as nearly every county has this position and the job descriptions are very similar. The other advantage of choosing this position as a benchmark is that it allows the County Administrator to review and complete the analysis objectively because that becomes the only position that is guaranteed to not have an increase in compensation.

The advantage of doing this type of analysis is that it eliminates the need to account for differences in retirement plans, insurance plans or other benefits. Those benefits will be consistent between executive positions in a given organizations and therefor do not need to analyzed between organizations.

The counties initially chosen for comparison were San Luis Obispo, Monterey, Nevada, Mariposa, Mono, Ventura, and Calaveras. These were initially chosen due to ease of obtaining information and having the necessary positions. Subsequently, we were able to identify an easy mechanism to access the information from most counties. In order to test the validity of our method, different groups of counties were used in a similar analysis for a sampling of positions. This was done in 3 ways. First, an analysis was done using the first California county alphabetically and every seventh county thereafter in an alphabetized list. Second, an analysis was done using the fourth California county alphabetically and included every seventh county thereafter in an alphabetized list. Finally, an analysis was done using the 18 California counties beginning with the letter S. All three of the analyses gave results that were within 2% of the analysis using the original counties.

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ANALYSIS RESULTS

The results of the analysis are as follow with the raw percentage, a banded percentage utilized to reduce the number different salary scales as is typical in public agencies, and the current percentage of CAO salary.

Position	Raw % of CAO Salary	Banded % of CAO Salary	Current % of CAO Salary
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Sheriff	87%	87%	83%
HHS Director	81%	80%	71%
Public Works Director	79%	80%	80%
Asst. County Admin.	79%	80%	71%
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Probation Chief	69%	69%	69%
Assessor	68%	69%	62%
Water Director	66%	69%	63%
Planning Director	65%	63%	58%
Env. Health Director	62%	63%	58%
Clerk Recorder	61%	63%	56%
Treasurer Tax Collector	61%	63%	56%
Ag. Commissioner	59%	63%	80%
Public Guardian/Admin	40%	40%	38%
Board of Supervisors	37%	37%	31%

RECOMMENDED IMPLEMENTATION

Elected Department Heads and Board of Supervisors

It is recommended by staff and by the subcommittee that the salaries for the elected positions be moved to banded percentage of the CAO salary as determined by the analysis. These positions will also receive a COLA consistent with other employee groups. These two adjustments are reflected in the attached ordinances.

Appointed Department Heads

Staff and the subcommittee recommend that a 5-step salary scale be utilized for appointed department heads. The top step is set at the banded percentage of the CAO salary as determined by the analysis with four steps below in increments of 5% as is typical for all other county employees. This solves the issue of inequity between internal hires and external hires. Department heads can be appointed at the step in the scale that the Board feels is appropriate for their experience and expertise, while providing a consistent mechanism recognizing and compensating for experience gained.

Three of the 10 appointed positions were determined to be above market and will receive no adjustment but will receive the COLA consistent with other employee groups. It is recommended that when these positions become vacant they be filled within the banded range.

In addition to the COLA, it is recommended that the adjustment for the remainder of the positions be consistent with the implementation of the limited classification study performed as a part of the Inyo County Employee Association Memorandum of Understanding. Appointed department heads will be moved to the closest step above their current salary with a minimum of 5%. As with all other employees, they would be eligible to move to the next step annually based upon receiving a satisfactory performance evaluation from the Board of Supervisors.

Exceptions to the implementation are the Public Works Director, Child Support Director, and the Environmental Health Director. These are relative new hires who have contracts that include the step mechanism being recommended here and have been placed at the step agreed to by them and the Board. They will receive the COLA consistent with other employee groups.

As final note, this recommended analysis and implementation has been prepared as rational framework for the Board to consider when making appointment. However, the setting of salaries is solely the purview of your Board and you have complete discretion in doing so as the situation dictates.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not approve and provide direction to staff on a different direction.

OTHER AGENCY INVOLVEMENT:

Elected Officials, Department Heads

FINANCING:

The costs associated with these changes are included in the proposed FY 2021/2022 county budget.

ATTACHMENTS:

1. Proposed Ordinance 1267

APPROVALS:

Darcy Ellis	Created/Initiated - 6/9/2021
Darcy Ellis	Approved - 6/9/2021
Sue Dishion	Approved - 6/9/2021
Marshall Rudolph	Approved - 6/10/2021
Amy Shepherd	Approved - 6/10/2021
Clint Quilter	Final Approval - 6/10/2021

ORDINANCE NUMBER _____

AN ORDINANCE OF THE INYO COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA AMENDING SECTION 2.04.040(A) OF THE INYO COUNTY CODE TO PROVIDE FOR INCREASES IN THE SALARY FOR MEMBERS OF THE BOARD OF SUPERVISORS

The Board of Supervisors of the County of Inyo ORDAINS as follows:

SECTION 1. Authority

Article XI, Section 1, of the California Constitution and Government Code section 25300 provide that the Board of Supervisors shall prescribe the compensation for members of the Board of Supervisors by Ordinance.

SECTION II. Purpose.

The Board of Supervisors for the County of Inyo enacted section 2.04.040 of the Inyo County code, which sets compensation to be received by members of the Board of Supervisors. By this ordinance, the Board intends to provide for increases in the salary for members of the Board of Supervisors.

SECTION III. Section 2.04.040(A) Amended to provide for increases in the salary for the Members of the Board of Supervisors.

Subsection A of Section 2.04.040 of the Inyo County Code is amended to read as follows:

“A. Salary. Members shall be paid in accordance with the procedures used to pay all other county officers and employees as follows: Effective August 19, 2021, members shall receive a monthly salary in the amount of six thousand and five dollars and no cents.”

SECTION IV. Severability

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The Board hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this ordinance would be subsequently invalid or unconstitutional.

SECTION V. Effective Date

This Ordinance shall take effect and be in full force and effect sixty (60) days after its adoption. Before the expiration of fifteen (15) days from the adoption thereof, this ordinance shall be published as required by Government Code Section 25124. The Clerk of this Board is hereby instructed and ordered to so publish this ordinance together with the names of the Board voting for and against the same.

PASSED AND ADOPTED this _____ day of _____,
by the following votes:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairperson, Board of Supervisors

ATTEST: Clint Quilter
 Clerk of the Board

By: _____
 Darcy Ellis, Assistant

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

469 South Main Street
Bishop, CA 93514
(760) 872-5150
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



May 28, 2021


File No.: 825.15205.16631

Inyo County Board of Supervisors
P O Drawer N
Independence, CA 93526

Dear Board of Supervisors:

The enclosed report is submitted pursuant to Health and Safety Code Section 25180.7 (Proposition 65). The report documents information regarding the illegal discharge (or threatened illegal discharge) of hazardous waste, which could cause substantial injury to the public health or safety. The report is submitted on behalf of all designated employees of the Department of California Highway Patrol.

Sincerely,


T. J. LOWTHER, Captain
Commander
Bishop Area

Enclosure



RECEIVED
MAY 29 9 PM '21
INYO COUNTY ADMINISTRATOR
CLERK OF THE BOARD

HAZARDOUS MATERIALS INCIDENT REPORT

CHP 407E (Rev. 3-15) OPI 062 Refer to HPM 84.2, Chapter 2

OES CONTROL NUMBER 21-2715	COLLISION REPORT <input type="checkbox"/> Yes NUMBER <input checked="" type="checkbox"/> No
--------------------------------------	--

HAZMAT CASUALTIES	NO. EXPOSED/DECONNED	NO. INJURED	NO. KILLED	CITY	JUDICIAL DISTRICT	PHOTOGRAPHS BY
AGENCY PERSONNEL	0	0	0	Unincorporated	Inyo	<input checked="" type="checkbox"/> NONE
OTHERS	0	0	0	COUNTY	NCIC	HAZMAT PLACARDS DISPLAYED
				Inyo	9825	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
INCIDENT DATE (MM/DD/YYYY)	INCIDENT TIME	TIME CALTRANS/COUNTY ROADS NOTIFIED		TIME O.E.S. NOTIFIED	STATE HIGHWAY RELATED	
05/20/2021	2035 HOURS	2040 HOURS		1140 HOURS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

INCIDENT OCCURRED ON **US-395** AT INTERSECTION WITH **.5 mile south of Cinder Road**
 OR

MILEPOST INFORMATION GPS COORDINATES
LATITUDE **35.970681°** LONGITUDE **-117.920944°**

NAME (FIRST, MIDDLE, LAST)	DRIVER'S LICENSE NUMBER	STATE	VEH. YEAR	MAKE	LICENSE NUMBER	STATE
Guadalupe Cardenas	C3831117	CA	2009	International	XP99379	CA
STREET ADDRESS	VEH. YEAR	MAKE	LICENSE NUMBER	STATE		
14343 Brittlebush Drive	2012	Wabash	P294540	IN		
CITY/STATE/ZIP CODE	VEH. YEAR	MAKE	LICENSE NUMBER	STATE		
Adelanto, CA 92301						

HOME PHONE (760) 269-5775 BUSINESS PHONE (760) 269-5775 CARRIER NAME Heavy Hitters Transportation

HAZMAT IDENTIFICATION SOURCES (CHECK ALL THAT APPLY)

<input type="checkbox"/> On-site fire services	<input type="checkbox"/> Chemtrec
<input type="checkbox"/> Private info source	<input type="checkbox"/> Poison Control Center
<input type="checkbox"/> Off-site fire services	<input type="checkbox"/> Safety Data Sheet
<input type="checkbox"/> On-site non-fire services	<input type="checkbox"/> Placards/Signs
<input type="checkbox"/> Off-site non-fire services	<input type="checkbox"/> Shipping papers
<input type="checkbox"/> Computer software	<input type="checkbox"/> Emergency Response Guidebook
<input type="checkbox"/> Chemist	<input checked="" type="checkbox"/> No reference material used
<input checked="" type="checkbox"/> Other Self	

REGISTERED OWNER SAME AS DRIVER
OWNER'S ADDRESS SAME AS DRIVER
VEHICLE IDENTIFICATION NUMBER 2HSCUAPR59C127741
VEHICLE TYPE 25 40 CA NUMBER 448479 DOT NUMBER 3245852

CHEMICAL/TRADE NAME	UN NUMBER	DOT HAZARD CLASS	QUANTITY RELEASED (LBS., GAL., ETC.)	EXTENT OF RELEASE	PHYSICAL STATE STORED	PHYSICAL STATE RELEASED
Diesel Fuel	1202	3	75 Gal	Outside vehicle	Liquid	Liquid

CONTAINER TYPE	CONTAINER CAPACITY (LBS., GAL., ETC.)	CONTAINER MATERIAL	LEVEL OF CONTAINER
Vehicular fuel tank	100 Gal	Aluminum/Aluminum alloys	Above ground

CHEMICAL/TRADE NAME	UN NUMBER	DOT HAZARD CLASS	QUANTITY RELEASED (LBS., GAL., ETC.)	EXTENT OF RELEASE	PHYSICAL STATE STORED	PHYSICAL STATE RELEASED

CONTAINER TYPE	CONTAINER CAPACITY (LBS., GAL., ETC.)	CONTAINER MATERIAL	LEVEL OF CONTAINER

PROPERTY USE	SURROUNDING AREA	PROPERTY MANAGEMENT
State Highway	Open land	State

RELEASE FACTORS	EQUIPMENT TYPE INVOLVED	HAZMAT CONFIRMED
Collision/Overturn	Vehicle fuel system	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

CITATION ISSUED OR COMPLAINT TO BE FILED	PRIMARY CAUSE OF INCIDENT	OTHER HAZARDOUS MATERIALS VIOLATIONS (NON-CAUSATIVE)
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not determined	<input type="checkbox"/> Violation	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Other Code violation Other cause Parked vehicle overturn DID WEATHER CONTRIBUTE TO CAUSE OR SEVERITY OF INCIDENT? Yes No WEATHER High wind

ELEMENTS (OUTLINE THE FOLLOWING ON A CHP 556. INCLUDE ADDITIONAL INFORMATION AS NECESSARY)

<input checked="" type="checkbox"/> Sequence of events	<input checked="" type="checkbox"/> Evacuation details	<input checked="" type="checkbox"/> Cleanup actions	<input checked="" type="checkbox"/> CHP On-scene Personnel (name, rank, ID number, function, exposure, hours)
<input checked="" type="checkbox"/> Road closures	<input checked="" type="checkbox"/> Environmental impact	<input checked="" type="checkbox"/> Actions of other agencies	

COMPLETE THE FOLLOWING
 Incident Action Plan Site Safety Plan Proposition 65 Letters: County Health/County Board of Supervisors

DATE AND TIME SCENE DECLARED SAFE BY WHOM (NAME, TITLE AND AGENCY)
05/26/2021 1215 HOURS Dave B. Batchelder, Maintenance Area Superintendent/Hazardous Material Specialist, Caltrans

PREPARER'S NAME, RANK, AND ID NUMBER	DATE	REVIEWER'S NAME, RANK, AND ID NUMBER	DATE
B. Gardea, Sergeant, 16631	05/28/2021		

NARRATIVE/SUPPLEMENTAL

DATE OF INCIDENT	TIME	NCIC NUMBER	OFFICER I.D.	NUMBER
05/20/2021	2035	9825	16631	

1 SEQUENCE OF EVENTS:

2 On May 20, 2021, at approximately 2035 hours, a truck tractor in combination with a container trailer (S/V)
3 was parked on the right shoulder on US-395 southbound, south of Cinder Road. Due to crosswinds
4 estimated at approximately 65 miles per hour, the S/V overturned onto its' left side blocking the #2
5 southbound lane. Officer M. Bowen, ID 20118, responded and arrived on scene where he contacted the
6 S/V's occupant. The occupant, who had parked the S/V on the right shoulder due to the high winds,
7 informed Officer Bowen the trailer was empty, but the tractor's fuel tanks were approximately ¾ full. Officer
8 Bowen contacted me via mobile phone and advised me of the situation. Officer Bowen related the saddle
9 tank, which stuck the asphalt roadway when the S/V overturned, was leaking; however, the spilled fuel was
10 contained upon the asphalt roadway and had not spread to the dirt shoulders. On scene Caltrans
11 personnel placed absorbent material on the asphalt roadway and successfully cleaned up the diesel spill.
12 Pearson's Towing responded to the scene and pushed the S/V onto the dirt right shoulder west of US-395
13 southbound to clear the traffic lane. Pearson's Towing was unable to upright the S/V or tow it from the
14 scene due to the high winds. When Pearson's Towing and Caltrans returned the following day to remove
15 the S/V, it was estimated that approximately 75 gallons of fuel leaked out of the port side saddle tank onto
16 the dirt shoulder west of US-395 southbound. Caltrans personnel were in contact with the owner-operator
17 about the hazmat cleanup. Officer Bowen was designated Incident Commander and Caltrans Hazardous
18 Material Specialist Dave Batchelder was designated Site Safety Officer.

19

20 Bishop Communication Center notified OES at 1140 hours on May 21, 2021. Dave Batchelder notified
21 Debbie Larson, Inyo County Senior Hazardous Materials Program Manager, at 1200 hours on May 21,
22 2021.

23

24 ROAD CLOSURE:

25 No road closure was required.

26

27 EVACUATION DETAILS:

28 Due to the isolated location, no evacuation was required.

29

30 ENVIRONMENTAL IMPACT:

31 Diesel fuel saturated 15 cubic yards of dirt along the west shoulder of southbound traffic lanes.

PREPARED BY	I.D. NUMBER	DATE	REVIEWER'S NAME	DATE
B. Gardea	16631	05/28/2021		

NARRATIVE/SUPPLEMENTAL

DATE OF INCIDENT	TIME	NCIC NUMBER	OFFICER I.D.	NUMBER
05/20/2021	2035	9825	16631	

1 CLEAN UP ACTIONS:

2 Industrial Construction Enterprises facilitated the cleanup efforts. Project Manager, Levi Pivovarovoff,
 3 monitored cleanup operations. All 15 cubic yards of contaminated dirt was removed for disposal. Industrial
 4 Construction Enterprises completed the clean-up at approximately 1215 hours on May 26, 2021. The
 5 scene was declared safe on Wednesday, May 26, 2021 at 1215 hours by Caltrans Maintenance Area
 6 Superintendent/Hazardous Materials Specialist, Dave B. Batchelder.

7

8 ACTIONS OF OTHER AGENCIES:

9 Dave B. Batchelder – Caltrans District 9 Maintenance Area Superintendent/Hazardous Material Specialist

10 • On scene consulting, assessment and scene stability oversight.

11

12 CHP PERSONNEL INVOLVED:

13 NAME	RANK & I.D.	FUNCTION	EXPOSED	INJURED	TOTAL HOURS
14 M. Bowen	Ofc., ID 20118	Incident Commander	N	N	5
15 J. Madrigal	Ofc., ID 21903	Traffic Control	N	N	2
					16 Total Hours: 7

17 EXPOSED, INJURED OR KILLED:

18 There were no exposures to any hazardous product, injuries, or deaths as a result of this incident.

PREPARED BY	I.D. NUMBER	DATE	REVIEWER'S NAME	DATE
B. Gardea	16631	05/28/2021		