

Agenda



County of Inyo Board of Supervisors

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

NOTICE TO THE PUBLIC: Today's meeting is accessible to the public via Zoom webinar at <https://zoom.us/j/868254781>. 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). Generally, speakers are limited to three minutes. Written public comment, limited to **250 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.

July 20, 2021 - 10:00 AM

1. **PLEDGE OF ALLEGIANCE** (Join meeting via Zoom [here](#))
2. **PUBLIC COMMENT**
3. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
4. **INTRODUCTIONS** - The following new employees will be introduced to the Board: Jenifer Lopez, Office Clerk, HHS; and Brandon Rohr, Airport Technician I, Public Works.
5. **EMPLOYEE SERVICE RECOGNITION** - The Board of Supervisors will recognize employees for reaching service milestones during the Second Quarter of 2021.

DEPARTMENTAL - PERSONNEL ACTIONS

6. **County Administrator - Museum** - Request Board authorize the hiring of the Museum Administrator at Step E.
7. **Health & Human Services - Behavioral Health** - Request Board:
 - A) approve the job description for an HHS Deputy Director - Behavioral Health; and
 - B) find that, consistent with the adopted Authorized Position Review Policy, the availability of funding for one (1) HHS Deputy Director - Behavioral Health exists in one or more non-General Fund budgets, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller, and 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) HHS Deputy Director - Behavioral Health at Range 88 (\$7,611 - \$9,248).

CONSENT AGENDA (Approval recommended by the County Administrator)

8. **Auditor-Controller** - Request Board approve the contract between the County of Inyo and Price Paige & Company of Clovis, CA for the provision of Auditing and Accounting services in an amount not to exceed \$149,803 for the period of July 20, 2021 through June 30, 2026, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
9. **Auditor-Controller** - Request Board approve and award the contract for SB 90 Claim Preparation to MGT of America Consulting, LLC of Sacramento, CA, from July 20, 2021 to February 16, 2026 in an amount not to exceed \$39,500.00, contingent upon the adoption of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
10. **Auditor-Controller** - Request Board approve and award the contract for Cost Allocation Plan Services to MGT of America Consulting LLC of Sacramento, CA in an amount not to exceed \$40,250.00, for a term of July 20, 2021 to June 30, 2026, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
11. **County Administrator - Information Services** - Request Board: A) declare Response Technologies, Ltd., of Harrison, Ohio, a sole-source provider of duress buttons and emergency notification systems; and B) authorize the issuance of a purchase order in an amount not to exceed \$34,000, payable to Response Technologies, Ltd., of Harrison, Ohio, for duress buttons and emergency notification systems.
12. **County Administrator** - Request Board authorize the Chairperson to sign the California Department of Veterans Affairs Annual Medi-Cal Cost Avoidance Program Certificate of Compliance form for Fiscal Year 2021-2022 and the California Department of Veterans Affairs Annual Subvention Certificate of Compliance for Fiscal Year 2021-2022.
13. **County Administrator - Recycling & Waste Management** - Request Board authorize issuance of blanket purchase orders in the following amounts payable to the following vendors , for the purpose of equipment parts, vehicle parts, maintenance of grounds and small tools for Motor Pool, Parks and Recreation and Recycling Waste Management, contingent upon the adoption of the Fiscal Year 2021-2022 Budget: Steve's Auto \$20,000, Dave's Auto Parts \$15,000, Quinn \$16,000, High Country Lumber \$15,000 and Western Nevada Supply \$20,000.
14. **County Administrator - Motor Pool** - Request Board authorize issuance of a blanket purchase order in an amount not to exceed \$15,000, payable to Inyo-Mono Body Shop of Bishop, CA for body repair of Motor Pool vehicles, contingent upon the adoption of the Fiscal Year 2021-2022 Budget.
15. **County Administrator - Motor Pool** - Request Board authorize issuance of blanket purchase orders in the following amounts payable to the following vendors for vehicle maintenance, equipment maintenance and purchase of tires for Motor Pool, Parks

and Recreation and Recycling Waste Management, contingent upon the adoption of the Fiscal 2021-2022 Budget: Bishop Ford \$40,000, Bishop Automotive \$56,000, Mr. K's \$20,000, Jim Charlon Ford \$20,000 and Britt's Diesel \$20,000.

16. **Public Works** - Request Board approval of the closure of a portion of Highland Drive in Bishop, in front of 2670 Highland Drive, during daylight hours, on August 11, 2021.
17. **Public Works** - Request Board authorize issuance of blanket purchase orders in the following amounts payable to the following vendors, totaling \$430,000, for vehicle repairs, parts and building repairs items for all of Public Works: Silver State International of Sparks, NV in an amount not to exceed \$20,000; High Country Building & Lumber of Bishop, CA in an amount not to exceed \$30,000; Brown's Supply of Bishop, CA in an amount not to exceed \$30,000; Mission Linen & Uniform Service of Lancaster, CA in an amount not to exceed \$50,000; Coastline Equipment of Meridian, ID in an amount not to exceed \$30,000; Grainger of Palatine, IL in an amount not to exceed \$30,000; Quinn Co. of Los Angeles, CA in an amount not to exceed \$30,000; Dave's Auto Parts Inc. of Lone Pine, CA in an amount not to exceed \$60,000; Western Nevada Supply of Pasadena, CA in an amount not to exceed \$50,000; Steve's Auto & Truck Parts of Bishop, CA in an amount not to exceed \$30,000 and Britt's Diesel & Automotive of Bishop, CA in an amount not to exceed \$70,000.
18. **Sheriff** - Request Board:
 - A) approve Amendment No. 1 to the contract between the County of Inyo and Mobile Relay Associates, Inc. of Paramount, amending the Scope of Work to increase the monthly service contract amount by \$31,800 and increase the number of radios from 150 to 250 at \$26.50 per radio, per month, contingent upon the Board's approval of future budgets;
 - B) authorize purchase of additional radios and equipment for various departments in the amount of \$77,848, per Quotation No. 116002818 from Mobile Relay Associates, Inc.;
 - C) approve the contract by and between the County of Inyo and Mobile Relay Associates, Inc. for the Radio Tower Upgrade and Installation Project from July 20, 2021 to December 31, 2021 in the amount of \$186,990, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget; and
 - D) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
19. **Sheriff** - Request Board: A) determine that Deputy Joseph Seaton's duty weapon is no longer required for public use pursuant to Inyo County Code Section 6.28.040.B; and B) pursuant to Penal Code Section 26615, authorize Sheriff Hollowell to sell a Glock Model 22 and badge to Retiring Deputy Joseph Seaton for fair market value.
20. **Sheriff** - Request Board approve the Interagency Assistance Mutual Aid and Joint Training Agreement between the County of Inyo and The City of Bishop and Mono County for the provision of interagency assistance mutual aid, contingent upon the Board's approval of future budgets, and authorize the Chairperson, the Sheriff, and the District Attorney to sign, contingent upon all appropriate signatures being obtained.

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

21. **Probation** - Request Board approve a proclamation declaring July 18-24, 2021 as Probation Services Week in Inyo County.

22. **Board of Supervisors** - Request Board consider and approve a letter to Suddenlink Communications (Altice) summarizing issues related to its broadband service in our region which require attention and resolution.
23. **Board of Supervisors** - Request the Board: A) review the scoping comment letter prepared by staff regarding the Cottonwood Creek and the Owens Headwaters Wild and Scenic River (WSR) Management Plans; B) provide comments; and C) potentially approve and authorize the Chairperson to sign.
24. **Auditor-Controller** - Request Board: A) authorize the Chair and Auditor-Controller to sign the Management Representation letter provided in connection with an audit of the financial statements of Tecopa Cemetery as of June 30, 2019 and June 30, 2018; and B) authorize staff to prepare a response to the Emphasis of Matter on the lack of a managing board being appointed by the Board of Supervisors.
25. **Water Department** - Request Board provide direction to the Owens Valley Groundwater Authority representatives in advance of the Owens Valley Groundwater Authority special meeting scheduled for July 22, 2021.
26. **Health & Human Services - Behavioral Health** - Request Board ratify and approve the Memorandum of Understanding (MOU) with Department of Health Care Services (DHCS) for continued implementation of Medication Assisted Treatment (MAT) expansion in the Inyo County Jail from July 1, 2021 through August 31, 2022 and authorize the HHS Director to sign the MOU.
27. **County Administrator - Parks & Recreation** - Request Board ratify and approve the concessionaire's agreement between the County of Inyo and Tecopa Hot Springs Conservancy, LLC of Las Vegas, NV for the operation and maintenance of the Tecopa Hot Springs Campground and Pools in Tecopa, CA for the period of July 1, 2021 through June 30, 2031, with two options to extend through June 30, 2041, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
28. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meeting of July 6, 2021.

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

29. **11 a.m. - County Counsel** - Request Board conduct a noticed hearing as part of the 2021 redistricting process.

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

30. ***PUBLIC COMMENT***

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

31. **Auditor-Controller** - Actual count of money in the hands of the treasurer on July 8, 2021.



COUNTY OF INYO

PERSONNEL DEPARTMENT

P. O. Box 249, Independence, California 93526

760-878-0377

760-878-0465 (Fax)

MEMORANDUM

To: Department Heads

From: Denelle Carrington, Senior Budget Analyst

Date: June 29, 2021

Re: Employee Service Awards for 2nd Quarter 2021

The following employees will be recognized for their service to the County of Inyo, at the Board of Supervisors Meeting on Tuesday, July 20th at 10:00 am. Please invite your employees to attend the Zoom webinar (<https://zoom.us/j/868254781>) so they may be recognized.

Name	Hire Date	Years of Service	Department Head
Steve Graves	06/11/01	20	Leslie Chapman
Janelle Kent	06/14/01	20	Marilyn Mann
Shelley Scott	05/02/16	5	Marilyn Mann
Laura Boyer	06/30/16	5	Marilyn Mann
Donald Gockley	04/04/06	15	Mike Errante
Cindy Truelsen	04/17/06	15	Mike Errante
Steve Loven	05/05/16	5	Mike Errante
Matt Graeff	06/16/11	10	Jeff Hollowell
Victor Lawson	04/21/16	5	Jeff Hollowell
Heather Williams	04/21/16	5	Amy Shepherd
Brent Calloway	05/05/16	5	Nate Reade
Nate Reade	05/24/01	20	Clint Quilter
Mike Errante	04/21/16	5	Clint Quilter
Darcy Ellis	06/16/16	5	Clint Quilter



County of Inyo



County Administrator - Museum

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: July 20, 2021

FROM: Leslie Chapman

SUBJECT: Offer Museum Administrator position at Range-Step 70E

RECOMMENDED ACTION:

Request Board authorize the hiring of the Museum Administrator at Step E.

SUMMARY/JUSTIFICATION:

After advertising, interviewing and selecting the top Museum Administrator candidate, staff recommends offering the candidate a starting salary at 70E. Range 70 is the normal range for Museum Administrator and Step E is the top step for this range. The proposed candidate has over 25 years of museum experience, and has successfully held museum director positions for over 20 years.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Jon Klusmire, Museum Administrator for over 10 years, retired on June 30, 2021 leaving this position vacant.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Deny Step E request and re-start the recruitment process.

OTHER AGENCY INVOLVEMENT:

FINANCING:

This department requested fiscal year 21/22 budget includes this position at Step E with full benefits.

ATTACHMENTS:

APPROVALS:

Leslie Chapman
Darcy Ellis
Leslie Chapman

Created/Initiated - 7/6/2021
Approved - 7/6/2021
Approved - 7/15/2021

Amy Shepherd
Sue Dishion

Approved - 7/15/2021
Final Approval - 7/15/2021



County of Inyo



Health & Human Services - Behavioral Health

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: July 20, 2021

FROM: Marilyn Mann

SUBJECT: Approve job description and hiring of the HHS Deputy Director - Behavioral Health

RECOMMENDED ACTION:

Request Board:

- A) approve the job description for an HHS Deputy Director - Behavioral Health; and
- B) find that, consistent with the adopted Authorized Position Review Policy, the availability of funding for one (1) HHS Deputy Director - Behavioral Health exists in one or more non-General Fund budgets, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller, and 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) HHS Deputy Director - Behavioral Health at Range 88 (\$7,611 - \$9,248).

SUMMARY/JUSTIFICATION:

The Department's long-time Deputy Director for Behavioral Health recently gave notice of her intent to retire effective September 1, 2021. This is a critical position that provides leadership and policy guidance to the Behavioral Health programs which include outpatient mental health services for Medi-Cal eligible residents; crisis response, assessment, and interventions; substance use disorder treatment and intervention services; Mental Health Services Act programming, including the Wellness Center programs; and Progress House, our 24-hour residential program. This position has responsibility for both administrative and clinical oversight of these programs and currently acts as the Mental Health Director for Inyo County, as well as the head of service for the provision of Medi-Cal services.

The Department has reviewed the job description that the current Deputy Director was hired under and has made modifications to more fully capture the role of this position. The Department is respectfully requesting your Board approve the attached job description and authorize the Department to fill the vacancy upon the incumbent's retirement.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not filling this position would result in the County being in non-compliance with the requirements associated with being the County Mental Health Plan.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

State, Federal, and Behavioral Health Realignment funds. This position is budgeted 90% in Mental Health (045200) and 10% in SUD (045315) in the Salaries and Benefits object codes.

ATTACHMENTS:

1. HHS Deputy Director Behavioral Health

APPROVALS:

Marilyn Mann	Created/Initiated - 7/1/2021
Darcy Ellis	Approved - 7/1/2021
Marilyn Mann	Approved - 7/12/2021
Melissa Best-Baker	Approved - 7/13/2021
Amy Shepherd	Approved - 7/13/2021
Sue Dishion	Approved - 7/13/2021
Marilyn Mann	Final Approval - 7/13/2021

HHS DEPUTY DIRECTOR – BEHAVIORAL HEALTH

DEFINITION: Under the direction of the Health and Human Services Director, or her designee, the HHS Deputy Director of Behavioral Health initiates organizes, directs, and coordinates the design and development of the County Mental Health Plan and Substance Use Disorder (SUD) treatment programs. Plans, oversees, directs, and provides guidance over multiple Behavioral Health programs, including but not limited to outpatient SUD and Mental Health services; MHSA funded programs, including the Wellness Center programs; Progress House, a 24-hour residential facility; and crisis response, including oversight of a 24-hour mental health on-call response system.

ESSENTIAL FUNCTIONS: Provides consistent leadership to the Behavioral Health team in the provision of trauma-informed prevention and treatment services. Takes a lead role in setting objectives, policies, and guidelines and directs division operations; interprets and ensures compliance with federal, state, and local codes and regulations established for institutions and professionals; assesses the need for services and make recommendations to the Director of Health and Human Services, County Board of Supervisors, and Mental Health Advisory Board on policy and operational matters involving services, facilities, and contracts; develops and maintains a public/private service delivery system throughout the County providing consultation, education, and referral services to the community; advises and consults with professional staff in determining standards of service and treatment; keeps abreast of proposed and new legislation affecting these programs; responsible for the preparation of State Plans and participates in budget overview; negotiates for the provision of services and administers contractual agreements; coordinates and participates in identifying and securing new alternative sources of funding; represents the county as liaison with state, federal, and local agencies and groups; coordinates the work of the various units of the department with other departments and agencies; supervises and evaluates subordinates; provides for quality assurance program of peer review and continuous staff education in current advances in practices; may be assigned to act in the capacity of the LPS Conservator under the Lanterman-Petris-Short Act; provides consultative services to organizations and agencies, including statewide policy-making groups; attends professional meetings, conferences, and seminars; and recommends legislation, budget, staffing, service priorities, adequacy of facilities and services, treatment modalities and other policy matters affecting the care of addicted and/or mentally ill persons in the community.

EMPLOYMENT STANDARDS

Education/Experience: This position can be filled by either a licensed clinician or a non-licensed administrative level individual as outlined:

Path 1: Psychologist licensed by State of California with a doctorate in psychology with at least three years of clinical psychology experience, two of which shall be administrative; or

Path 2: Clinical social worker licensed by the State of California with at least five years of mental health experience, two of which shall be administrative; or

Path 3: Marriage, family and child counselor licensed in the State of California with at least five years of mental health experience, two of which shall be administrative; or

Path 4: Registered nurse with a master's in psychiatric or public health nursing licensed by the Board of Registered Nursing in the State of California with at least five years of mental health experience, two of which shall be administrative; or

Path 5: Administrator with a master's degree in hospital administration, public health administration, or public administration with at least three years of experience in hospital or health care administration, two of which shall be in the mental health field. Additional qualifying experience may be substituted for the required education on a year-for-year basis with the approval of the Department of Health Care Services.

All identified paths must meet the detailed qualifications outlined in California Administrative Code, Title 9, Section 620.

Knowledge of: Principles and practices of public agency administration, including organizational analysis; mental health and substance abuse administration, including the general purposes and provisions of state and relevant local laws, ordinances, and regulations; current developments in the fields of mental health and substance abuse; community resources; principles of personnel management, supervision, and training; governmental budget planning and control; public and private funding sources; grant and contract development and management.

Ability to: On a continuous basis, analyze programmatic and technical reports; interpret and evaluate staff reports; know laws, regulations and codes; observe performance and evaluate staff; problem-solve department-related issues; remember various rules; explain and interpret policy. Plan, organize, direct, coordinate and evaluate the activities of multi-disciplinary management, professional, technical, and clerical staff involved in complex and comprehensive program delivery; consider and respond appropriately to the needs, feelings and capabilities of different people in different situations; be tactful, compassionate, sensitive and treat others with respect. Develop and implement department/division policies, procedures and systems. Build consensus through give and take; persuade others; gain cooperation from others to obtain information and accomplish goals. Successfully develop, control and monitor multiple programs and related expenditures within budgetary constraints. Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals. Interpret and apply County policies, procedures, rules and regulations in an effective manner. Communicate clearly and concisely, both orally and in writing, using appropriate grammar and paragraph structure, and including proficient use of computers to produce written documents, regularly communicate via e-mail, and navigate the Internet. Operate automated office equipment and systems used by the Department. Supervise, train and evaluate assigned personnel and lead by example. Work with various cultural and ethnic groups in a tactful and effective manner. Plan, organize, and schedule priorities for self and others in an effective and timely manner. Exercise good judgment by making sound and well-informed decisions; perceive the implications of decisions; make effective and timely decisions. Meet the physical requirements necessary to perform required duties in a safe and effective manner for self and others. Establish and maintain effective working relationships with those contacted in the performance of assigned duties.

Typical Physical Requirements:

On a continuous basis, sit at a desk or in meetings for long periods of time; intermittently walk, stand and bend while going to/from other offices; lift and carry at least 25 pounds for at least 30 feet; twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; climb and descend stairs; use telephone and write or use a keyboard to communicate through written means; hear sufficiently to communicate with clients and to understand actions in public meetings, hearings or administrative proceedings; ability to drive long distances alone.

SPECIAL REQUIREMENTS: Possession of a valid California driver's license is required. Must successfully complete a pre-employment background check and physical examination. Possession of any one of the various California health care practitioner credentials is highly preferable.



County of Inyo



Auditor-Controller

CONSENT - ACTION REQUIRED

MEETING: July 20, 2021

FROM: Christie Martindale

SUBJECT: Request for Approval to Award Contract for Auditing Services for the Special Districts

RECOMMENDED ACTION:

Request Board approve the contract between the County of Inyo and Price Paige & Company of Clovis, CA for the provision of Auditing and Accounting services in an amount not to exceed \$149,803 for the period of July 20, 2021 through June 30, 2026, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

California Government Code sections 26909 set forth requirements for auditing independent Special Districts financial records. The County of Inyo is responsible to ensure that a financial audit of the independent special districts is performed bi-annually and that the audit reports are delivered to the State Controller's office. This engagement is unique because Inyo County has a large number of small special districts.

The Office of the Auditor-Controller facilitates the independent Special Districts audits by providing services such as gathering data, managing the contract, providing communications between the independent Special Districts and the CPA firm and generally overseeing the audit process, including guaranteeing payment for CPA services.

The goal of this consolidation is to reduce costs to the independent Special Districts, as many have extremely small budgets and cannot afford the typical cost of an audit. An RFP was published with responses from three firms, one of which was deemed non compliant for late arrival. Price Paige & Company was the lowest bidder of all the responses for a three period bi-annual audit cycles for six years. The following is a list of the bids that were submitted:

Harshwal & Company LLP \$323,320 - 2 bi-annual audit cycles (four years)

Price Paige & Company \$149,803 - 3 bi-annual audit cycles (six years) - **Successful Bidder**

DavisFarr - Disqualified

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose to not award a contract for these services. This is not recommended as the audits are required to be performed by an independent auditor.

OTHER AGENCY INVOLVEMENT:

Each special district has agreed to be part of the pool to obtain the lowest cost for audit services.

FINANCING:

The costs of these services will be included in the Fiscal Year 2021-2022 Auditor-Controller Requested Budget #010400 under Professional Services #5265 and the Special Districts will be billed for the cost of the contract.

ATTACHMENTS:

1. Contract-Special District Audits-Price Paige and Co
2. Price Page Special District Audit Proposal

APPROVALS:

Christie Martindale	Created/Initiated - 7/9/2021
Darcy Ellis	Approved - 7/12/2021
Christie Martindale	Approved - 7/12/2021
Marshall Rudolph	Approved - 7/12/2021
Amy Shepherd	Approved - 7/14/2021
Sue Dishion	Final Approval - 7/15/2021

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

INTRODUCTION

WHEREAS, 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

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 _____, 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.

2. TERM.

The term of this Agreement shall be from _____ to _____ 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 _____ 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 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

_____ Department
Address
City and State

Contractor:

_____ Name
Address
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 _____
FOR THE PROVISION OF _____ SERVICES

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

COUNTY 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 A

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCOPE OF WORK:

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCHEDULE OF FEES:

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SEE ATTACHED INSURANCE PROVISIONS



PRICE PAIGE & COMPANY
Accountancy Corporation

PROPOSAL FOR PROFESSIONAL AUDIT SERVICES

FOR

**INDEPENDENT SPECIAL DISTRICTS,
COUNTY OF INYO**

FOR THE YEARS ENDED
JUNE 30, 2020 AND 2021

Submitted
June 23, 2021

By

Fausto Hinojosa, CPA, CFE
Managing Partner, Audit Principal
Price Paige & Company
Accountancy Corporation

570 N Magnolia Ave Ste 100
Clovis, California 93611
Phone: 559-299-9540
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Website: www.ppcpas.com
License No: 66479
Federal ID No: 77-0203007

INDEPENDENT SPECIAL DISTRICTS, COUNTY OF INYO
PROPOSAL FOR PROFESSIONAL AUDIT SERVICES
FOR THE YEARS ENDED JUNE 30, 2020 AND 2021

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PRICE PAIGE & COMPANY
Accountancy Corporation

The Place to Be

June 23, 2021

Amy Shepherd, Auditor–Controller
County of Inyo
224 N. Edwards Street
P.O. Box N
Independence, CA 93526

Dear Ms. Shepherd and Auditor Selection Committee:

Thank you for considering Price Paige & Company for your auditing services. It is our pleasure to present to you our proposal to provide professional audit services to the Independent Special Districts, County of Inyo (hereinafter, the "Special Districts") for the years ended June 30, 2020 and 2021 with the option of extending the contract for two (2) additional two-year periods. When presented with viable alternatives, it is not always easy for entities such as the County to identify the accounting firm that can best meet their overall accounting needs. Over the past 35 years, we have developed significant expertise in governmental accounting. Our knowledge of the governmental environment and, more specifically, special district operations has allowed us to develop more robust analytical procedures that enhance the quality of our audits.

Our accounting professionals are highly qualified and have extensive experience and expertise in governmental auditing and accounting. The firm has been a member of the AICPA Government Audit Quality Center for several years, and all our accountants take a minimum of 80 hours of continuing professional education every two years specifically related to the auditing and accounting services we provide. This commitment to learning yields a direct benefit to the clients we work with. Additionally, our firm has a well-earned reputation for ensuring audit engagements are performed in accordance with professional standards and, just as importantly, on time. We are committed to communicating effectively to ensure that we address your questions comprehensively. As demonstrated by our resumes and considerable involvement by the firm's audit principal, we feel that our firm has the resources, knowledge and expertise to meet and service the needs of the Special Districts. We can assure you that we fully understand the scope of work to be performed, and we wish to emphasize our continued commitment to meeting and exceeding all your expectations. Additional information about our firm's audit department and the services we offer can be found on our website at www.ppcpas.com.

We trust that this proposal to provide professional audit services will adequately summarize our approach to client service and identify those attributes that set Price Paige & Company apart from others. We appreciate the opportunity to submit this proposal to serve you and would be pleased to furnish any additional information regarding our firm or answer any other specific questions or concerns you may have. I am an audit principal for our firm, and I am authorized to make representations regarding this proposal. I may be reached at (559) 299-9540 or via email at fausto@ppcpas.com.

Sincerely,

Fausto Hinojosa, CPA, CFE
Managing Partner, Audit Principal
Price Paige & Company
Accountancy Corporation

570 N. Magnolia Avenue, Suite 100
Clovis, CA 93611

tel 559.299.9540
fax 559.299.2344

FIRM HISTORY AND QUALIFICATIONS

Established in 1976 and located in Clovis, California, Price Paige & Company consists of four owners (principals): Fausto Hinojosa, Mitchell Buckley, Henry Oum, and Joshua Giosa, each of whom is a Certified Public Accountant. The principals of the firm have more than 75 years of combined experience in public accounting. Our firm is comprised of 13 CPAs and 16 CPA candidates, as well as full- and part-time accounting, bookkeeping and clerical staff. More than 50% of Price Paige & Company's practice is in auditing and attestation services, primarily in the governmental and not-for-profit sectors. In addition, we provide services to many businesses in accounting, tax and management consultation in all areas.

Price Paige & Company is recognized in the community and by our peers as experts in the areas of governmental and not-for-profit auditing, attestation and accounting. Our proven commitment to excellence allows us to work with clients in the timeliest and most cost-effective manner possible. Our auditors are not seasonal; that is, they are not "tax accountants" who perform audits in the "off-season." They focus exclusively on providing audit services, and they receive over 80 hours of continuing education every two years, specifically related to improving their audit skills. The experience of our team allows us to conduct very efficient and effective audits.

We currently provide auditing, attestation and accounting services to more than 40 governmental agencies and 35 not-for-profit organizations annually, many of which are federal single audits. The breadth and scope of single audits we have conducted is significant, and we have experience auditing organizations with an excess of \$100 million dollars of federal funding.

We will assign a team of personnel from our firm to your account to provide the range of services you have requested. This team is kept abreast of any significant developments that arise through our normal association with you. The most important aspect of this approach is to provide continuity to the engagement. We understand that the audit process requires two-way communication, and we accept our responsibility to listen to our client's concerns and deliver timely and effective solutions.

Proactive Rather than Reactive Approach to Client Service

A primary objective of our client service is to make positive contributions to our client's profitable operations, organizational efficiency and productivity. We work hard at anticipating problems and ensuring there are no surprises. We are creative and will always present alternatives for our client's evaluation rather than relying on the "textbook solution." We will schedule frequent meetings and utilize our management recommendation letters as tools for communication with you.

Smart Technologies

We use sophisticated data analysis software (IDEA) that allows us to perform specific fraud-detection tests on large amounts of data; in some cases, testing 100% of the transaction population. Some of the specific tests we perform include the following: duplicate payment tests, matching of employee and vendor addresses to identify potential conflicts and review of purchase orders to identify potential bid splitting. We believe our creative use of this value-added software tool allows us to perform more effective audits and gives our clients increased confidence in their financial reporting. For example, we have successfully implemented this data analysis software and testing at Fresno Unified School District, which is the third largest school district in the state, with a budget in excess of \$800 million dollars.

All our audit engagements are performed utilizing a paperless and digital approach. Our auditing software allows us to increase our efficiency and provide a streamlined workflow. Documents and files can easily be retrieved and forwarded to our clients without the need for photocopying.

External Peer Review

The successful peer reviews our firm has received and our Engagement Quality Control Review program serve as evidence of our commitment to meeting the standards of care and performance applicable to our auditing, attestation and accounting practice, which demonstrate the extra measures we take to ensure continued successful compliance with our client's expectations about our quality and competence.

For your consideration, a copy of the firm's Peer Review Report can be found on Page 17. The firm received a "pass" report, and the review included specific not-for-profit, governmental and Uniform Guidance engagements.

We Conduct Peer Reviews

In addition to receiving successful peer reviews, **Price Paige & Company also conducts peer reviews** of other accounting firms. Essentially, we "audit" other auditors to ensure auditing and accounting standards are met. Being a peer reviewer requires us to understand the technical accounting rules, especially in a governmental environment. We leverage our experience as technical peer reviewers in our audit engagements so that we can perform effective and efficient audits for all our clients.

Mandatory Qualifications

Licensure and Certification — The associates of Price Paige & Company are licensed Certified Public Accountants, certified by the California State Board of Accountancy (License # COR 3442). All team members assigned to the engagement comply with the 80-hour continuing education requirements promulgated by *Government Auditing Standards* issued by the U.S. Government Accountability Office.

Independence — Our firm is independent with respect to the Special Districts as defined by applicable standards generally in the United States as well as *Government Auditing Standards* issued by the U.S. Government Accountability Office.

No Conflict of Interest — Our firm's established policy is that we do not submit proposals for auditing, attestation or accounting services if there is a known conflict of interest with the potential client. There are no current or potential conflicts of interest with anyone (employees, management, officers or directors) within the Special Districts.

No Disciplinary Actions — Price Paige & Company has **never had any disciplinary actions** taken nor are any pending with the Federal or State regulatory bodies or professional organizations. In addition, we are pleased to affirm that we have never had an unresolved dispute related to accounting or auditing matters that resulted in disengagements. We work closely with our clients to develop solutions that are consistent with the accounting rules and auditing standards issued by the U.S. Government Accountability Office.

Additional Confirmations of Understanding

File Retention — We will retain working papers for seven (7) years following the completion of the audit.

Equal Opportunity Employer — Price Paige & Company is an equal opportunity employer. All employees are treated on their merits, without regard to race, age, sex, marital status or other factors not applicable to their position. Employees are valued according to how well they perform their duties, their demonstrated abilities and their enthusiasm toward maintaining the firm's standards of service.

Liability Coverage — Price Paige & Company maintains comprehensive General Liability Coverage and Errors and Omissions Insurance with a limit of at least \$3,000,000. All required certificates of insurance will be provided to the County's management, should our firm be the successful bidder.

VALUE-ADDED SERVICES AND SUPPORT

The role of accountants has evolved over time in response to the client's needs. Our firm has made it a practice to be proactive with clients by providing value-added services, all of which are included as part of our audit engagement. Below are some of the value-added benefits that we provide to our clients at **no additional charge**.

Consultation on Accounting Matters

We provide our clients with guidance on technical accounting matters. We encourage our clients to communicate with us regarding any technical accounting matter, as it allows us to be proactive in the audit process. If the technical accounting questions are outside the scope of the audit or require significant research, we will communicate with management the appropriate cost for their approval before proceeding with any additional services.

Client Training

We believe it is important to give our clients access to a full range of information to help them stay aware of current accounting developments and financial reporting issues. As part of our client service program, we will periodically hold client training seminars and summary courses aimed at providing our clients with an understanding of relevant accountancy issues. Training sessions we offered included the following topics: understanding and mitigating the risk of fraud, reading and understanding governmental and non-profit financial statements and understanding the impact of unrelated business taxable income activities.

At the request of our clients, we expect to offer more client training sessions on some of the following topics in the future:

- current and pending government accounting pronouncements,
- differences in grant accounting vs. GAAP accounting,
- understanding the risk of fraud in an organization.

As part of the value-added service included in our client engagements, we invite our clients and their board members to attend the training sessions, which we anticipate offering remotely through webinar or digital conferences.

Approach to Communication and Expectations of Our Clients

In order to meet and exceed your expectations, we are diligent about maintaining open communication throughout the entire engagement. In our experience, this results in a more effective engagement. Our approach depends on the timely response and assistance of the County. This cooperation will further ensure our work is completed in an efficient and cost-effective manner.

Additional Services Provided

In addition to financial statement audits, we also offer the following services: Internal Control Review, Forensic Accounting, Fraud Investigation, Agreed-Upon Procedures, Financial Statement Review and Financial Statement Compilations.

TEAM QUALIFICATIONS AND EXPERIENCE

We have an outstanding team of professionals who have established themselves as qualified competent individuals. We can assure you that each of our professionals is experienced in governmental special district accounting, GASB accounting pronouncements and Single Audit requirements. Following is a brief overview of their experience. Detailed experience for each of these professionals can be found on pages 6 through 9.

Years of Auditing / Accounting Experience

Partner, Audit Principal: Fausto Hinojosa, CPA, CFE	32
Audit Manager: Osvaldo Gutierrez, CPA	12
Quality Control Partner: Joshua Giosa, CPA	14
Audit Supervisor: Kristin Torres, CPA	6

Availability of Personnel and Time Requirements

Our level of staffing is more than sufficient to ensure that you receive a timely, efficient service. Should any of the above members of our team become unavailable, we will provide another equally qualified individual from our firm.

Continuity of Professional Staff and Succession Planning

Continuity of staff on engagements is as important to us as it is to our clients. Continuity promotes a thorough understanding of your needs and goals and helps us help you. A smooth transition from your existing firm to our firm will be accomplished as follows:

- **Communication** – We stress communication early on with your staff to determine expectations, time frame for delivery of information and our extent and availability of assistance. We provide a written list of detailed information needed during our engagement, including critical due dates.
- **Experience** – Members of our engagement team are very experienced in the operational, administrative and accounting and compliance issues related to governmental special districts.
- **Quality** – The firm maintains a rigorous quality control review process that includes not only a detailed review by a quality control manager and engagement partner but also an Engagement Quality Control Review (EQCR) as defined by AICPA standards.
- **Audit Approach** – Our audit approach emphasizes effective up-front planning to identify issues for timely resolution.

TEAM RESUMES



FAUSTO HINOJOSA

Certified Public Accountant
Certified Fraud Examiner
California License # 65479

Present Position

Partner, Audit Principal

Education and Experience

Fausto is Partner and audit principal in charge of audit and forensic consulting engagements for Price Paige & Company. His practice is focused on governmental and not-for-profit auditing and accounting, fraud investigation and consulting, and litigation support services. Fausto serves as the Managing Partner for the Firm and is responsible for providing strategic leadership. He has worked professionally in the accounting field since graduating from California State University, Fresno, in 1990. He became a Certified Public Accountant in 1994 and a shareholder with Price Paige & Company in 1997. A Certified Fraud Examiner, Fausto has investigated numerous allegations of fraud and has been designated a fraud expert in various legal proceedings.

After more than 25 years in the profession, Fausto has developed significant expertise specifically in the areas of audit risk assessment, governmental and not-for-profit auditing, fraud detection and prevention, federal/state grant compliance and internal controls.

Fausto is the former Chair of the local Government Accounting and Auditing Committee for the California Society of CPAs and currently serves on the state committee. In addition, Fausto is a **reviewer for the Government Finance Officers Association "Certificate of Achievement for Excellence in Financial Reporting" program**. As the former Chair for the State Board of Accountancy Qualifications Committee, Fausto conducted audit workpaper reviews of CPA candidates in order to make licensure recommendations to the Committee.

Fausto is a former Adjunct Professor at Fresno Pacific University, where he taught an upper-division auditing course. He is a frequent lecturer to the California Society of CPAs and other professional organizations, business and civic groups on governmental and not-for-profit accounting and auditing, preventative fraud measures and the unique audit requirements for federal award programs under the Single Audit Act.

Professional Organizations and Community Involvement

- State Board of Accountancy Qualifications Committee – Past Chair
- Fresno Chapter of California Society of CPAs – Past President
- Association of Certified Fraud Examiners – Member
- American Institute of Certified Public Accountants – Member
- Government Accounting and Auditing Committee of the Fresno Chapter – Past Chair
- State Government Accounting and Auditing Committee of the California Society of CPAs – Member
- Government Finance Officers Association – CAFR Reviewer



OSVALDO GUTIERREZ

Certified Public Accountant
California License # 122553

Present Position

Audit Manager

Education and Experience

Osvaldo began his accounting career after graduating with an accounting degree from California State University, Fresno, in 2008 and became a Certified Public Accountant in 2014.

Prior to joining Price Paige & Company as an audit manager, Osvaldo worked with a large local public accounting firm at varying levels of responsibility up to and including audit manager and also spent two years in the private industry.

Osvaldo's extensive governmental accounting experience includes over 12 years working directly with some of the largest municipalities in the Central Valley, including various counties, cities, special districts and transportation authorities. Osvaldo's specific experience includes managing multiple team members in the conducting of the financial statements and federal single audits. Osvaldo has extensive knowledge of new and existing GASB pronouncements and prides himself on teaching and training clients as a part of the normal audit process. Osvaldo has performed audits and reviews for clients in a variety of industries, ensuring that all aspects of the engagement are completed from the planning process through the drafting, review and issuance of the financial statements.

Community and Affiliations

Osvaldo is a member of the American Institute of Certified Public Accountants, the Government Finance Officers Association (GFOA) and the California Society of Certified Public Accountants, where he serves as the Fresno chapter President (2020/2021).

Continuing Education

Osvaldo is in compliance with the continuing education requirements of the AICPA and Government Auditing Standards. Recently attended courses include: *Advanced Governmental Accounting and Advanced Governmental Financial Reporting, Uniform Guidance update, Detecting and Presenting Top 10 Fraud Schemes and Governmental and Non-Profit Annual Update: GASB Activities.*



JOSHUA GIOSA

Certified Public Accountant
California License # 1195011

Present Position

Quality Control Partner

Education and Experience

Joshua began his accounting career at Price Paige & Company in January 2007 after graduating from California State University, Fresno. In June 2005, he received a Bachelor of Science in Business Administration with an option in Accountancy and became a Certified Public Accountant in 2013.

Joshua is Partner for several of the firm's municipalities and has performed and overseen substantial grant compliance work on both federal and state programs. Although his governmental auditing background dates to back to 2007, since 2011 he has worked almost exclusively planning, performing, reviewing and compiling financial statements for municipalities. He has conducted several single audits and has prepared numerous municipality State Controller reports. Joshua has extensive knowledge in the implementation of GASB 68. He recently conducted a GASB 68 training course for firm personnel and has also trained and assisted numerous finance directors on GASB 68 implementation and financial statement presentation. His background also includes significant experience auditing not-for-profit entities and 401(k) pension plans. Joshua has expertise in the use of IDEA data analysis software and has used this software to conduct fraud detection procedures as a part of the many municipal audits he manages.

Community and Affiliations

Joshua is a member of the American Institute of Certified Public Accountants, the California Society of CPAs and the Government Finance Officers Association. He is currently serving on the Board of Directors as the Treasurer for North Fresno Rotary Endowment and Bullard Youth Softball League. He was formerly on the Board of Directors as the Treasurer for Big Brothers Big Sisters of Central California and Fresno's Rotary Storyland/Playland. Joshua is also an honorary member of the North Fresno Rotary Club.

Continuing Education

Joshua is in compliance with the continuing education requirements of the AICPA and Government Auditing Standards. Recently attended courses include: *Avoiding Problems in Conducting Single Audits; Financial Statement, Tax and Government Fraud; Interpreting the Yellow Book; Intermediate Governmental Accounting; The GASB's Pension Standards Parts II: Considerations for Agent Plans and Participating Employers; Putting to Rest Governmental "Urban Legends";* and *The Continued Complexities of Auditing Governmental Pension Plans and Participating Employees.*



KRISTIN TORRES

Certified Public Accountant

California License # 142751

Present Position

Audit Supervisor

Education and Experience

Kristin began her accounting career after receiving a Bachelor of Science in Business Administration with an option in Accountancy and graduating from California State University, Fresno. Kristin received her Certified Public Accountant license in February of 2020.

Kristin was hired in December 2014 and has provided invaluable assistance on numerous governmental, and not-for-profit audits (county and municipal), which includes single audit compliance and preparation of financial statements that comply with required GASB standards. Since joining our audit team, she has been the in-charge auditor for Fresno State Programs for Children (an Auxiliary Organization of CSU Fresno), County of Mono and the City of Mendota, along with other various audit projects for transportation agencies and other governmental audits.

Her background as in-charge auditor includes assessing and evaluating the risks of material misstatements unique to an entity's activity and environment, developing audit procedures, providing guidance to the audit team to effectively and efficiently complete audits, and effectively communicating the audit results with management and those charged with governance in accordance with Generally Accepted Auditing Standards, OMB Uniform Guidance 2 CFR 200 Subpart F, and GAAP.

Community and Affiliations

Kristin is a member of the American Institute of Certified Public Accountants, California Society of CPAs, Government Finance Officers Association and Committee Chair of the Fresno Chapter of the California Society of CPAs Young and Emerging Professionals.

Continuing Education

Kristin is maintaining her continuing professional education requirements to meet current standards of the General Accounting Office of the United States of America. Continuing professional education courses and seminars recently attended include: *Audit Watch University Level 3 - In-Charge, Yellow Book & Single Audit Deficiencies, Accounting for Government Assets and Liabilities, SEFAs & CLSEFA, Internal Control and Fraud in Government and Nonprofits*, and *ASU 2016-4 Nonprofit Financial Statements*.

RELEVANT PRIOR EXPERIENCE

After evaluating our relevant experience, we are certain you will agree that Price Paige & Company is qualified to serve you. We have been successfully performing audit and attestation engagements since 1976. We have since continued to build on our reputation as a well-respected firm in and around the San Joaquin Valley and throughout California, with the qualifications and experience necessary to provide unequaled performance. Following is a list of several of our clients for whom we have provided similar services and our primary contact for each:

Reference Name: County of Mono
Contact: Janet Dutcher, Director of Finance
Address: P.O. Box 556, Bridgeport, CA 93517
Phone: (760) 932-5494
Email: jdutcher@mono.ca.gov
Service Provided: CAFR (Single Audit/Uniform Guidance)
Dates: June 30, 2018 through Present
Total Staff Hours: 675
Engagement Partner: Fausto Hinojosa

Reference Name: County of Lassen
Contact: Julie Morgan, Auditor (Formerly Diane Wemple, Retired)
Address: 221 South Roop Street, Suite 1, Susanville, CA 96130
Phone: (530) 251-8233
Email: jmorgan@co.lassen.ca.us
Service Provided: Financial Statement Audit (Single Audit/Uniform Guidance)
Dates: June 30, 2013 through Present
Total Staff Hours: 650
Engagement Partner: Fausto Hinojosa

Reference Name: County of Alpine
Contact: Craig Goodman, Interim Director of Finance
Address: 99 Water Street, Markleeville, CA 96120
Phone: (530) 694-2284
Email: cgoodman@goodmancpa.net
Service Provided: Financial Statement Audit (Single Audit/Uniform Guidance)
Dates: June 30, 2012 through Present
Total Staff Hours: 625
Engagement Partner: Fausto Hinojosa

Reference Name: City of Los Banos
Contact: Sonya Williams, Finance Director
Address: 520 J Street, Los Banos, CA 93635
Phone: (209) 827-7000
Email: sonya.williams@losbanos.org
Service Provided: CAFR Audit (Single Audit/Uniform Guidance)
Dates: June 30, 2014 through Present
Total Staff Hours: 425
Engagement Partner: Fausto Hinojosa

Reference Name: City of Kingsburg
Contact: Alma Colado, Finance Director
Address: 1401 Draper Street, Kingsburg, CA 93611
Phone: (559) 897-5821
Email: acolado@cityofkingsburg-ca.gov
Service Provided: CAFR Audit (Single Audit/Uniform Guidance)
Dates: June 30, 2012 through Present
Total Staff Hours: 375
Engagement Partner: Fausto Hinojosa

SCOPE OF SERVICES

As our experience indicates, we clearly understand the scope of services to be provided. You can be assured that we will design a specific service approach to ensure compliance with all applicable standards and ensure that the Special Districts receive high-quality, efficient and effective service.

Standards/Publications to be Followed

The financial and compliance audits will be performed in accordance with the following auditing standards:

- Generally Accepted Auditing Standards (AICPA)
- *Government Auditing Standards* (U.S. Comptroller General)
- All other applicable federal, state and local laws and regulations

Services to be Performed

The following services will be provided to the Special Districts for the years ended June 30, 2020 and 2021.

1. We will audit the independent special districts' basic financial statements in accordance with Generally Accepted Auditing Standards (GAAS) in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America and Governmental Accounting Standard Board (GASB) Statement 54, Fund Balance Reporting requirements. The special districts include:

Special Districts

Big Pine Cemetery
Big Pine CSD
Big Pine Fire
Darwin CSD
East Independence Sanitation
Independence Cemetery
Independence Fire
Inyo-Mono Resource
Keeler CSD
Lone Pine CSD
Lone Pine Fire
Mesa CSD
Mt. Whitney Cemetery
Olancho CSD (provides fire & ambulance)
Pioneer Cemetery (has CalPERS)
Sierra Highlands CSD
Southern Inyo Fire
Starlite CSD
Tecopa Cemetery

2. We will express an opinion on the financial statements as to whether they present fairly, in all material respects, the financial position of the special districts and the changes in financial position in conformity with generally accepted accounting principles (GAAP) and issue an independent auditors' report stating this opinion.
3. We will test internal control over financial reporting and compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters, in accordance with *Government Auditing Standards*.

4. We will apply limited procedures related to the Required Supplementary Information (RSI), Management's Discussion and Analysis (MD&A), budgetary comparison information, and the Supplementary Information.
5. We will prepare and present to Board of Directors and Management Report that identifies control deficiencies, significant deficiencies and material weaknesses, if any, and your recommendations for improvements in accounting and administrative controls.
6. We will communicate immediately and in writing all irregularities and illegal acts, or indications of illegal acts, of which they become aware, to the Special Districts Board of Directors and the County of Inyo Auditor-Controller.
7. We will retain, at firm's expense, audit working papers for three (3) years, unless the firm is notified in writing by the County of Inyo Auditor-Controller of the need to extend the retention period. In addition, the firm shall respond to reasonable inquiries of the County of Inyo Auditor-Controller and successor auditors and allow the County of Inyo Auditor-Controller and successor auditors to review working papers relating to matters of continuing accounting significance.
8. We will prepare a written letter of communication to the audit committee that will include the following:
 - 1) auditor's responsibility under generally accepted auditing standards, 2) significant accounting policies, 3) management judgments and accounting estimates, 4) significant audit adjustments, 5) disagreements with management, 6) management consultation with other accountants and 7) difficulties encountered in performing the audit.

Project Schedule

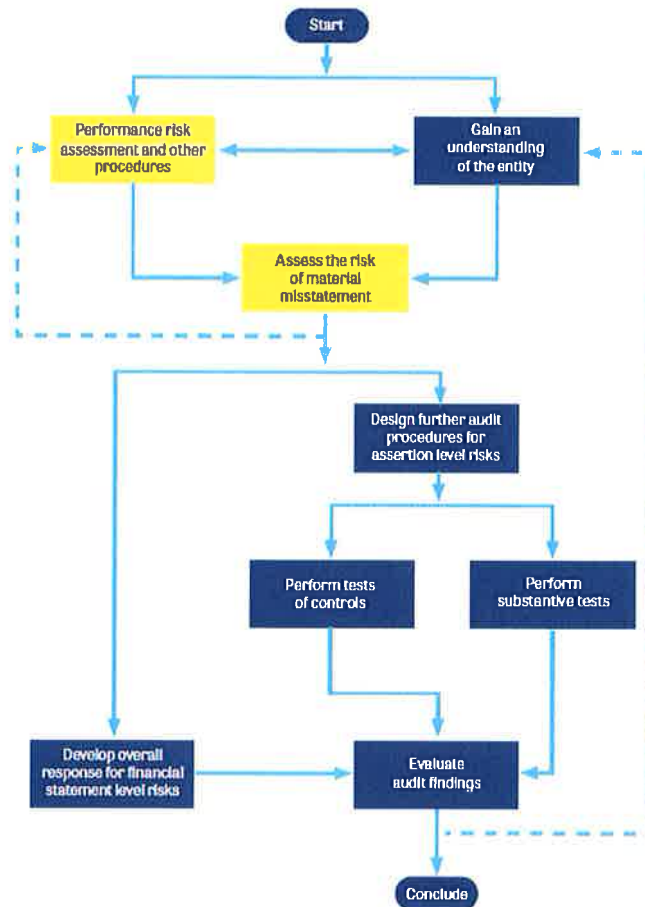
We will adhere to the project schedule as outlined in the Request for Proposal.

AUDIT APPROACH

We are confident that we will provide high-quality services based on our experience in working with municipalities and other governmental special districts of similar size and scope to yours. Our high client satisfaction rate can be attributed to our effective communication and our efficient proprietary audit methodology.

Audit Procedures and Phases of the Engagement

Price Paige & Company provides value to our clients by creating a custom audit approach that is based on a client's specific needs, risks and opportunities. Our audit approach under generally accepted audit standards is depicted in the graphic below.



Our professional responsibility is to obtain sufficient audit evidence before an opinion is rendered on any financial statement. To achieve this, we will conduct our work in the following phases:

- ♦ Audit Planning and Risk Assessment
- ♦ Year-End Fieldwork
- ♦ Reporting
- ♦ Audit Focus
- ♦ Closing Conferences and Formal Presentation

Details about each of these phases are listed on the on the following pages.

Audit Planning and Risk Assessment

No other phase of the process affects the success of an engagement more than the time spent on planning the general scope and direction of the audit, including assessing the risks of financial statement misstatements. We will schedule audit planning and interim fieldwork to be done prior to final fieldwork with your personnel.

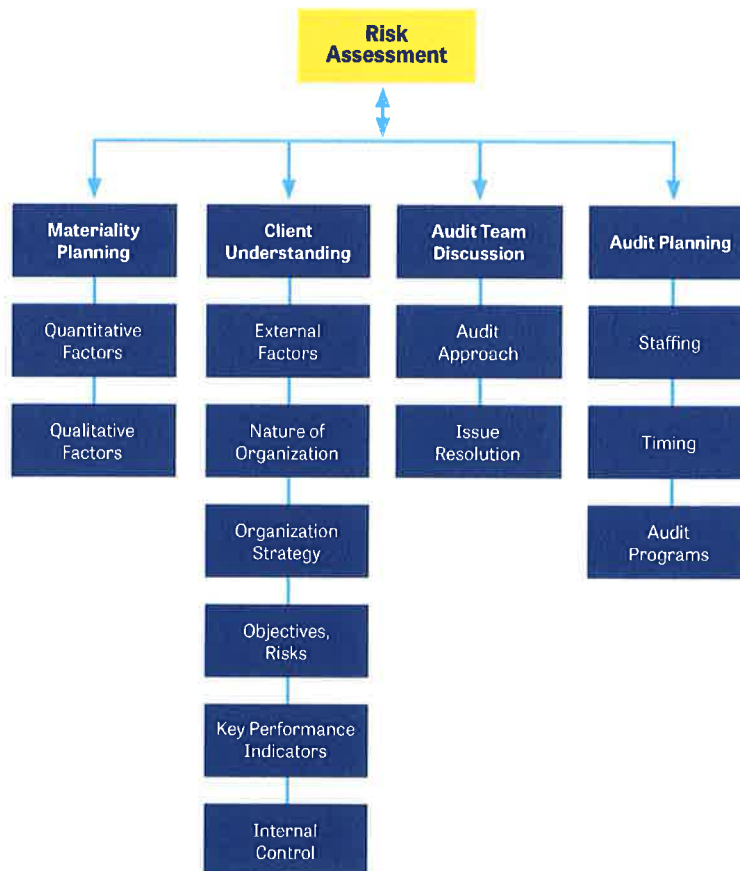
We will hold a planning session with the key members of our engagement team and your personnel.

During our planning session with management, we will also address *Statement on Auditing Standards (SAS) No. 99, "Consideration of Fraud in a Financial Statement Audit."* This auditing standard requires that we conduct certain meetings and interviews and perform and document certain procedures for identifying and responding to fraud risks.

As part of the audit planning and risk assessment phase of the audit, we will request a meeting with management to discuss our planned audit approach and any significant audit and accounting issues, as well as address any concerns.

As part of that process, we will conduct a pre-audit conference with appropriate management personnel to discuss the scope and timing of the audit.

The risk assessment audit standards require assessments based on an understanding of the internal controls over your financial reporting and our determination of the areas that present risks of material misstatement to your financial statements. We will then design our audit approach to include tests of the specific internal controls and substantive audit procedures that are tailored to the identified risks. Our risk assessment includes consideration of the factors depicted on the chart below.



Year-End Fieldwork

During the year-end phase of our audit, we will complete our audit work based on the audit programs designed specifically for the Special Districts. This will include the results of our risk assessment and interim testing results, and we will issue a report on the financial statements in a timely and efficient manner.

Reporting

This phase will include the following:

- ♦ reviewing the financial statements and reconciling them to underlying audited records,
- ♦ evaluating the financial statements for compliance with GAAP requirements,
- ♦ formulating an opinion as to the fair presentation of the financial statements and
- ♦ preparing management letter with recommendations and communication letter to management.

We will immediately submit to management a written report of all irregularities and illegal acts, or indications of illegal acts, of which we become aware.

Audit Focus

Based on our audit experience with similar governmental entities, the primary areas of the audit on which we will focus include:

- ♦ Cash and investments
- ♦ Inventory
- ♦ Capital assets
- ♦ Accounts payable and expenditures
- ♦ Compliance with laws and regulations
- ♦ Commitments and contingencies
- ♦ Implementation of pronouncements of the Governmental Accounting Standards Board (GASB)

Closing Conferences and Formal Presentation

We believe regular communication with management will be a critical part of the success of our audit engagement. Therefore, we will provide regular updates to management regarding the progress of the audit during meetings with key personnel.

Additionally, the engagement partner will meet with management to review any potential adjusting journal entries, drafts of the management comment letter, communication with those charged with governance (SAS 114) letters and a draft of the financial statements.

We will complete our work in sufficient time to meet the applicable deadlines. If required, we will make a formal presentation of the audit results and reports to management and will remain available to respond to their questions.

ANTICIPATED POTENTIAL AUDIT PROBLEMS

Price Paige & Company has significant experience auditing independent special districts within counties and does not anticipate any significant audit problems. Clear and transparent communication throughout the audit process will mitigate any risks.

PROPOSED FEES

<u>Hours Estimates</u>	<u>Standard Rate</u>	<u>Quoted Rate</u>	<u>Hours</u>	<u>Total \$ 2 Years Ended FY 2021</u>	<u>(Optional) Total \$ 2 Years Ended FY 2023</u>	<u>(Optional) Total \$ 2 Years Ended FY 2025</u>
Partner	300	250	24	\$ 6,000	\$ 6,000	\$ 6,180
Manager	200	180	48	8,640	8,640	8,899
Senior	165	150	92	13,800	13,800	14,214
Staff	120	100	210	21,000	21,000	21,630
Total All Inclusive Maximum Fee			374	\$ 49,440	\$ 49,440	\$ 50,923

Explanation of Fees

Our proposed fees are based upon our current understanding of the work to be performed as outlined under the Scope of Services, and we give you a "Total All-Inclusive Maximum Fee" for these services. These fees are made with the following assumptions: 1) Special Districts' books will be properly closed and reconciled, 2) records will be complete and readily available at the start of the engagement and 3) representations made to us during this proposal process will remain effective throughout the engagement.

In the event disclosures in the audit engagement indicate extraordinary circumstances that warrant more intensive and detailed services, we will provide to management in writing and in advance the reasons for the additional services together with the firm's estimate of costs, and a statement that no work will be performed without advance approval by the Auditor. Any and all additional work as agreed in advance by the Auditor will be compensated for at the same rate quoted in the schedule submitted in this proposal.

PEER REVIEW REPORT



2511 Garden Road
Suite A180
Monterey, CA 93940
831-373-3337
Fax 831-373-3437

379 West Market Street
Salinas, CA 93901
831-424-2737
Fax 831-424-7936

3478 Buskirk Avenue
Suite A1000
Pleasant Hill, CA 94523
831-373-3337
Fax 831-373-3437

Report on the Firm's System of Quality Control

September 11, 2018

To the Partners of Price, Paige and Company A C
and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Price, Paige and Company A C (the Firm) in effect for the year ended April 30, 2018. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The Firm is responsible for designing a system of quality control and complying with it to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the Firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; and audits of employee benefit plans.

Daniel M. McGilloway, Jr., CPA, CVA | Gerald C. Ray, CPA | Patricia M. Kaufman, CPA, CGMA | Latry W. Rollins, CPA | Jesus Montemayor, CPA

Sarita C. Shannon, CPA | Whitney Emesl, CPA | Devvyn MacBeth, CPA | Smriti Shrestha, CPA | Deanna Thomas, CPA

PEER REVIEW REPORT (Continued)

Price, Paige and Company A C
September 11, 2018
Page 2 of 2

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Price, Paige and Company A C in effect for the year ended April 30, 2018, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Price, Paige and Company A C has received a peer review rating of *pass*.



McGilloway, Ray, Brown & Kaufman



County of Inyo

Auditor-Controller

CONSENT - ACTION REQUIRED

MEETING: July 20, 2021

FROM: Christie Martindale

SUBJECT: Contract Services for SB90 State Mandated Costs Claim

RECOMMENDED ACTION:

Request Board approve and award the contract for SB 90 Claim Preparation to MGT of America Consulting, LLC of Sacramento, CA, from July 20, 2021 to February 16, 2026 in an amount not to exceed \$39,500.00, contingent upon the adoption of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

State mandated cost claims, originated from Senate Bill 90, Chapter 1406, Statutes of 1972. They were developed to limit the ability of local agencies and school districts to levy property taxes. To help local agencies and school districts make up for the shortfall in revenue, the State of California agreed to reimburse local agencies and school districts for the cost of new programs or increased levels of service mandated by State government.

Inyo County is eligible to receive reimbursement for mandated costs from the State of California. The claiming process for SB90 is very complex, time sensitive, and requires extensive schedules. MGT provided consulting services for state mandated reimbursement claims for over 140 cities and counties in California. Because of the highly specialized nature of this program and experience that MGT can provide, their consulting services are recommended to ensure maximum reimbursement from the State. The County of Inyo has recovered over \$1,500,000.00 in SB 90 funds since 2000. In the last 5 fiscal years we have spent \$42,500.00 in consulting fees to collect reimbursement of \$317,045.00.

○ FY 2015-2016	\$125,716.00
○ FY 2016-2017	\$29,964.00
○ FY 2017-2018	\$120,541.00
○ FY 2018-2019	\$24,912.00
○ FY 2019-2020	\$15,912.00

A Request for Proposals was prepared and published for SB 90 Claim preparation and MGT was the only respondent.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The County would not be able to claim State Mandated Costs if deadlines for filing are not met. The expertise to track the programs and their relevancy to the County would require a subject matter expert and the size of our staff does not allow this.

Utilizing MGT maximizes the County's ability to make and receive claim payments in a timely manner.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved the contract.

FINANCING:

The costs of these services are in the Fiscal Year 2021-2022 Auditor-Controller Requested Budget 010400 under Professional Services 5265 and future costs will be included in future budgets.

ATTACHMENTS:

1. 5 Yr Contract (2021-2025)-SB90 MGT of America Consulting LLC
2. MGT Proposal - County of Inyo SB90
3. SB 90 RFP Bid Tally

APPROVALS:

Christie Martindale	Created/Initiated - 7/9/2021
Darcy Ellis	Approved - 7/12/2021
Christie Martindale	Approved - 7/12/2021
Marshall Rudolph	Approved - 7/12/2021
Amy Shepherd	Approved - 7/15/2021
Sue Dishion	Final Approval - 7/15/2021

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

INTRODUCTION

WHEREAS, 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

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 _____, 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.

2. TERM.

The term of this Agreement shall be from _____ to _____ 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 _____ 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 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

_____ Department
Address
City and State

Contractor:

_____ Name
Address
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.

////

////

AGREEMENT BETWEEN COUNTY OF INYO

AND _____

FOR THE PROVISION OF _____ SERVICES

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

COUNTY 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 A

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCOPE OF WORK:

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCHEDULE OF FEES:

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SEE ATTACHED INSURANCE PROVISIONS

Proposal

JUNE 30, 2021

REQUEST FOR PROPOSALS



Submitted by:

J. BRADLEY BURGESS

EXECUTIVE VICE PRESIDENT

225 HARVARD STREET, SUITE 134

SACRAMENTO, CA 95815

916.443.3411

bburgess@mgtconsulting.com

SB 90 Mandated Costs Claim Services

COUNTY OF INYO, CALIFORNIA



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Transmittal Letter

June 30, 2021

Amy Shepherd, Auditor- Controller
County of Inyo
224 N. Edwards Street
PO Box N
Independence, CA 93526

Subject: Proposal for State Mandated Cost Claiming Services (SB 90)

Dear Ms. Shepherd:

We appreciate the opportunity to provide the County of Inyo (County) with this proposal for State Mandated Cost Claiming Services (SB 90). MGT of America Consulting, LLC (MGT) believes that we offer the County solutions that will meet your specific objectives while providing the best value. MGT is uniquely qualified to provide the County with the best staffing and highest level of service available in the state mandate claiming area. Our primary goal for this SB 90 engagement is to produce and file state mandated cost claims that maximize revenue while being technically sound and accurate. We will provide the County with a turn-key approach to state mandated cost claiming while minimizing the impact on your department staff and resources.

MGT's SB 90 claiming services will be ready to implement upon completion and will be trusted by your staff and officials.

- ◆ **Defensible & Transparent Calculation Methodology.** Our models are rigorous, accurate and proven. They are also completely transparent, with services, costs, cost recovery, and subsidies all readily identified and presented in a comprehensive fashion.
- ◆ **Intuitive & Powerful Spreadsheet Calculation Models.** MGT uses powerful, user-friendly spreadsheet models to calculate overhead allocations. The model will be customized for the County of Inyo and be available to the County at the project completion.
- ◆ **Experience, Exceptional Staff & Immediate Availability.** The MGT Financial Solutions team is the most experienced staff in California, having completed hundreds of similar projects. MGT consultants have been providing SB 90 claiming services to the County of Inyo since 2003. Additionally, MGT provides cost allocation services to the County, further enhancing our understanding of the County's operations and needs.

TRANSMITTAL LETTER

Please contact me if you have any questions or comments about this proposal at 916.443.3411, or at bburgess@mgtconsulting.com. This proposal commits MGT to compliance with all terms and conditions identified in the RFP. This proposal is firm and irrevocable for a period of 90 days from the bid opening, and I am authorized to bind our firm to the terms of engagement described in this proposal. I hope that we can be of service to the County of Inyo.

Sincerely,



J. Bradley Burgess
Executive Vice President

Executive Summary

MGT of America Consulting, LLC (MGT) has assembled an unmatched team of SB 90 experts to ensure all requirements outlined in the County of Inyo (County) Request for Proposals (RFP) will be met or exceeded. MGT will, under the direction of the Finance Department, put in place all necessary processes and procedures to prepare and file all eligible annual claims that are due on February 15th of each year, as well as all new or first-time claims for which claiming instructions are issued during that specific fiscal year.

Corporate and Staff Strength, Reputation, and Experience

MGT is the leading California SB 90 consulting firm serving city and county government. The MGT staff proposed to assist Inyo County have worked with Inyo County and neighboring cities and counties of similar size, and have greater experience, expertise and knowledge of the state mandated cost system than all other firms combined. The proposed team will be led by Brad Burgess as project executive and Chris Brunette as project consultant.

In the area of mandated cost consulting, our firm has over 150 years of combined experience. Since 1990, MGT's project team consultants have provided mandated cost claiming services for over 250 cities, all 58 counties, and over 100 special districts in California. Our firm's average level of experience is over 17 years in the mandate consulting area. Our clients benefit from our counsel and advice in the state mandated cost-claiming field and over the years, we have demonstrated the ability to work within the tight deadlines required by the state mandated cost program. From experience we know that structuring our projects to allow additional time for claim review and revision prior to state imposed deadlines is the best way to ensure our clients achieve the best highest quality claims with the least amount of stress.

Claim Preparation

Early each fiscal year, MGT and our clients establish a claiming schedule and a plan for all programs to be filed. MGT will work closely with the County's Finance staff to develop and continually update both Countywide and individual department plans and schedules. MGT will prepare and file all claims for County departments that have provided data resulting in claim costs that exceed \$1,000. These claims shall be filed on time without fail during the fiscal year. MGT will make every possible effort to assist and work closely with department staff to gather all data.

Desk Audits, Field Audits, and IRC's

The State Controller's Office (SCO) has the authority to perform either a desk review or field audit on SB 90 claims. Over the past few years, the number of desk reviews and field audits by the SCO have grown considerably. MGT will promptly respond to any SCO desk review question. MGT staff has exceptional long-term relationships with that staff and has always been able to resolve any of their concerns. MGT's assigned team of consultants have extensive experience in preparing local agencies for field audits and assisting in their representation before, during and beyond the exit conference. Mr. Dyer has assisted cities and counties in dozens of field audits during his career.

Summary

This proposal provides an in-depth discussion of all the topics addressed above, as well as all requirements contained in the County's RFP. MGT is prepared to continue as the County's SB 90 service provider once the County has given authorization for our firm to proceed.

Firm Experience and Qualifications

Firm Profile

MGT of America Consulting, LLC (MGT) began operations in 1974 as a public sector research firm and has expanded its consulting capabilities and client offerings over the years. We are a national consulting firm specializing in ***assisting public sector clients to operate more efficiently and effectively***. A significant portion of MGT's work is repeat business, reflecting a high level of customer satisfaction in our ability to provide exceptional professional services.

MGT is organized as a privately held, employee-owned and financially stable limited liability company with a deep roster of experienced cost allocation experts, support resources, and a commitment to serve the public. MGT is owned by the current and retired partners, principals, and consultants of the firm. The advantage of this ownership structure to our clients is that every member of the firm has a vested interest in the successful completion of every project, for every client. This ownership structure creates a mindset that permeates through every MGT owner: ***we change the communities we serve – for good.***

MGT has acquired a keen understanding of the structures, operations, and issues facing public agencies. This understanding comes from **over 47 years** of extensive experience providing financial and management consulting services to state and local governments, and the prior work experience of our consultants. We are not the biggest, oldest, or highest profile consulting firm; just the best for combining firm qualifications and consultants' cost allocation expertise with the needs of cities, counties, and state agencies.

Prior to working as consultants, many of our consultants worked in government agencies as managers and staff. This inside knowledge and understanding of government gives our consultants an ability to hit the ground running from the very start of a project. MGT consultants understand what it means to work within constrained timelines, and the need to produce a product that concisely and clearly articulates findings and results.



Name: MGT of America Consulting, LLC (MGT)

Founded: 1974

Locations: Headquarters in Tampa Florida; branch offices nation-wide

Staff: 260+ consultants with a deep roster of experienced cost allocation experts

Structure: Privately held, employee-owned, client-driven

Lines of Business: Government Consulting, Education and Financial Solutions, Diversity and Inclusion, Human Capital, Cyber Security and Technology

The Social Impact of MGT’s Work



Defined by Impact



We truly understand the goals of this SB 90 Claiming engagement and how these processes impact the citizens of Inyo County. By producing and filing state mandated cost claims that maximize revenue while being technically sound and accurate, it ensures that general fund revenues are protected and are available to provide the County’s core services to its citizens. MGT is a service organization. Recognizing the end goals and the positive benefit that our work provides, and not treating these processes as a commodity, ensures that we are working towards a positive goal with our clients and producing the best possible outcomes.

MGT’s Commitment to Culture

MGT staff are able to quickly assess and assimilate into various situations. Our focus is always on the task at hand, but we recognize that we are performing each task within a unique cultural environment. Our teams work across the country with new organizations on a regular basis and take the time to understand the challenges facing each organization. It starts with listening to our clients, not making assumptions, and drawing appropriate comparisons to past experiences. Our high level of repeat work demonstrates our ability to be professional and develop new relationships.

MGT Office Locations

MGT’s headquarters are in Tampa, Florida, with additional locations across the country. The project will be managed and staffed from our **Sacramento office**.

NATIONAL FIRM LOCAL FOCUS

ALABAMA
Montgomery

KANSAS
Wichita

OHIO
Columbus

CALIFORNIA
Sacramento | Pasadena
| Carlsbad

ILLINOIS
Chicago

TEXAS
Dallas

COLORADO
Denver

MASSACHUSETTS
Boston

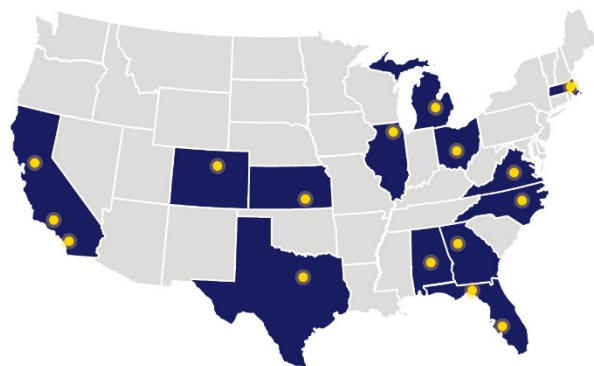
VIRGINIA
Richmond

FLORIDA
Tallahassee | Tampa

MICHIGAN
Bay City

GEORGIA
Atlanta

NORTH CAROLINA
Raleigh



MGT is structured into several primary consulting divisions. The MGT Financial Solutions Group, consisting of **over 40 experienced costing consultants** will be responsible for completion of the project.

MGT MAJOR CONSULTING LINES OF BUSINESS



Government Consulting

Everything from an organizational analysis to a jail privatization study to a strategic plan to move an organization from reactive mode to proactive mode.



Diversity and Inclusion

Disparity research and diversity studies to provide an organization or community with a more equitable and inclusive environment.



Education Solutions

From student outcomes and performance, to operational effectiveness, our solutions have impacted more than 50 million students across the globe.



Financial Solutions

Our nationally-recognized experts help clients weather fluctuating market conditions and rising demands on their budgets using a variety of proven solutions.



Human Capital

Specializing in classification and compensation studies, this practice helps public agencies retain and attract the right talent.



Cyber Security and Technology

We help IT and Cyber leaders navigate and manage cyber threats through a Cyber Security Office program that provides an “a la carte” menu for customization.

The MGT Consulting Advantage



MGT offers an expert **impartial perspective** on organizational structure, processes, and practices. As an independent entity, our only vested interest is that of our clients; therefore, we apply our extensive experience to generating objective independent solutions to meet our client needs.



MGT leverages **best-of-breed data sources** to inform policy development and service delivery. Our team balances “gold standard” resources with our unique past performance lessons learned. MGT is committed to offering useful recommendations that achieve real results and is ever mindful of the practical and political realities the County may face.



MGT has an **extensive track record** of providing consulting services that are similar in scope to this project. Our solutions help the organizations we work with to more effectively and efficiently achieve their goals and serve constituents. We are committed to providing customized consulting services, objective research, creative solutions, and quality products that respond to each client's unique needs and time requirements.



MGT provides solutions which are **specifically tailored** to meet the needs of our clients. The MGT team has an impressive track record of providing customized solutions, objective research, creative recommendations, and quality products that respond to each client's unique needs and time requirements.

MGT Contact Information

<p>PROJECT LEADER / PROPOSAL CONTACT</p>	<p>J. Bradley Burgess, Executive Vice President 2251 Harvard St., Ste. 134 Sacramento, CA 95815 P: 916.443.3411 Email: bburgess@mgtconsulting.com</p>
<p>MGT HEADQUARTERS</p>	<p>MGT of America Consulting, LLC 4320 West Kennedy Boulevard Tampa, Florida 33609 P: 813.327.4717 Fax: 850.385.4501 www.mgtconsulting.com FEIN: 81-0890071</p>
<p>INDIVIDUALS AUTHORIZED TO COMMIT FIRM</p>	<p>J. Bradley Burgess, Executive Vice President 2251 Harvard St., Ste. 134 Sacramento, CA 95815 P: 916.443.3411 Email: bburgess@mgtconsulting.com</p> <p>Dr. Fred Seamon, Executive Vice President 516 North Adams Street Tallahassee, Florida 32301 P: 850.386.3191 E-mail: fseamon@mgtconsulting.com</p> <p>A. Trey Traviesa CEO and Chairman of the Board 4320 West Kennedy Boulevard, Suite 200 Tampa, Florida 33609 P: 850.386.3191 E-mail: ttraviesa@mgtconsulting.com</p> <p>Carla Luke CFO 4320 West Kennedy Boulevard, Suite 200 Tampa, Florida 33609 P: 850.386.3191 E-mail: cluke@mgtconsulting.com</p>

Further information on MGT and its services are available at www.mgtconsulting.com.

Firm Experience and Qualifications

Direct Experience with California Cities and Counties

We are proud of our California heritage and consulting roots. Prior to joining MGT in 2007, the original founders of Public Resource Management Group, LLC (PRM) all started their consulting careers with David M. Griffith and Associates (DMG) during the mid-1980s and early 1990s. Since that time, MGT has become the dominant costing services consulting firm in the nation with over 40 costing professionals serving, thereby deepening the resources and costing services capabilities available to our state and local government clients.

In local government cost consulting, our firm has over 100 years of combined experience in the SB 90, cost allocation, and indirect cost calculation consulting areas. Our predecessors at DMG were originally asked by the California State Controller's Office (SCO) to assist in the development of the original ICRP format and methodology. That format is still in use today. In our various corporate incarnations since the mid-1980s, our consultants have worked with over 250 cities, **all 58 counties**, and over 100 special districts in California.

MGT's Commitment to Inyo County

MGT's Financial Solutions Division is the nation's fastest growing cost identification and revenue enhancement practice. We continue to grow and add staff which significantly enhances our capabilities and capacity. MGT is a financially stable consulting firm that is expanding throughout the United States.

MGT has assembled an unmatched **local team of SB 90 experts** to ensure that all requirements outlined in the County's RFP will be met or exceeded in a timely manner. MGT will, under the direction of the Finance Department, put in place all necessary processes and procedures to prepare and file all eligible annual claims for fiscal year (FY) FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24, and FY 2024-25 (5 fiscal years in total). MGT is willing and able to perform the commitments contained in this proposal. We are confident that the County will be extremely pleased with our services and commitment to providing the highest level of claiming services and information.

MGT is Best Qualified to Perform this Engagement

Our firm's average level of experience is **over 17 years** in the mandate consulting area. Our clients benefit from our counsel and advice in the state mandated cost-claiming field and over the years, we have demonstrated the ability to work within the tight deadlines required by the state mandated cost program. From experience we know that structuring our projects to allow additional time for claim review and revision prior to state imposed deadlines is the best way to ensure our clients achieve the highest quality claims with the least amount of stress.

Our success is based on one simple premise: bring decades of practical experience and total dedication to every client. We do not cut corners and we do not limit our service to our clients. After reading our

proposal, we hope the County selects MGT, once again, to be your partner and consulting guide through the SB 90 claiming process.

What Sets MGT Apart from Other Consulting Firms in The SB 90 Claiming Process?

Based on our experience in this field, the following are aspects of our service that are reliably unique to MGT and staff:

- ◆ **Staff Stability and Long-term Commitment:** There is no revolving door or corporate turmoil at MGT. Our firm has been in existence since 1974, and we have the largest city and county SB 90 claiming staff in California. While other firms continue to downsize or are a one-person shop, our firm continues to add staff. MGT's formula for success may sound old fashioned, but it is proven...we hire the best people, assign them to a manageable load of clients, and set standards to ensure that each client's needs are met, and then exceeded. Long-term relationships built on trust are the basis for successful consulting, and we know that starts with assigning staff to our clients who will provide consistently great service over the course of years.
- ◆ Quick **contract negotiation** and approval.
- ◆ We are responsive and **easy to contact**.
- ◆ **Proactive consulting** vs. claims processing. The earlier the County's staff receives information about upcoming claims, the better prepared they will be to provide claiming data that is based on the correct documentation standards. We also train our clients each year on each claiming area, as well as any specific issues related to each claim. We have SB 90 claiming clients all over the state of California, which gives us a state-wide perspective on processes and claim component eligibility that other firms do not have.
- ◆ **A true consulting team.** Inyo County will not get one consultant, you will receive a coordinated team of claiming experts. Given the depth of experience in the proposed team, it would be impossible to assemble a more accomplished project team in the SB 90 arena.
- ◆ **A full-year perspective.** Our consultants work with our clients year-round, not just at claim filing time. We provide our cell phone numbers to our clients and welcome calls and e-mails from our clients all through the year. We focus on our clients, and we spend as much time as each client needs to ensure their SB 90 engagement is successful each year.
- ◆ **Incorrect reduction claims.** If the need arises, MGT's consulting team will prepare and file up to two incorrect reduction claims that may arise due to State audits of claims filed by MGT or any other consulting firm. Additional support is available under separate agreement.

MGT's SB 90 Experience

MGT is clearly the leading California SB 90 consulting firm serving county and city government. All MGT staff proposed to assist Inyo County have worked with the County prior, and have greater experience, expertise, and knowledge of the state mandated cost system than all other firms combined.

In addition to being the consultant to the County of Inyo for SB 90 claiming since 2003, MGT currently provides state mandated cost-claiming services **to over 140 cities and counties in California**. The list of city and county clients that have been served by our consultants during their careers is extensive. Most of our clients have used our firm for many years. It is also the case that many of our clients contract with MGT for multiple consulting engagements each year. We are proud of our service to our clients and value the trust they put in us above all else. A small sample of relevant, large city and county MGT projects include:

MGT’s Current SB 90 Projects

AGENCY	SERVICE PERIOD	PROJECT(S)
City of Anaheim	2003 to present	SB 90 Services, Cost Allocation Plan
City of Los Angeles	2010 to present	SB 90 Services
County of Orange	2008 to present	SB 90 Services, Cost Allocation Plan
County of Riverside	2005 to present	SB 90 Services, Cost Allocation Plan
City of Stockton	2003 to present	SB 90 Services
City of Long Beach	2015 to present	SB 90 Services, Cost Allocation Plan
City of Burbank	2003 to present	SB 90 Services, Cost Allocation Plan
City of Sacramento	2003 to present	SB 90 Services, Cost Allocation Plan
City of Santa Barbara	2003 to present	SB 90 Services, Cost Allocation Plan
City of San Jose	2008 to present	SB 90 Services
City of Santa Ana	2003 to present	SB 90 Services, User Fee Analysis, DPW Cost Allocation Plan

MGT offers the County of Inyo the best, most experienced consulting staff, as well as the highest level of service available. MGT has nine SB 90 consultants with over 100 years of combined local government experience. The client list and references that we provide to prospective clients only include agencies that our current staff has served. No other consulting firm can match MGT’s qualifications in the SB 90 area.

MGT’s California County SB 90 Projects

MGT currently serves 31 of California’s 58 Counties, as shown in the table below.

COUNTY	SERVICES PROVIDED	DURATION
Alameda	SB 90 Services	2014 - present
Amador	SB 90 Services & Cost Plan	2013 - present
Butte	SB 90 Services	2012 - present
Calaveras	SB 90 Services	2008 - present

FIRM EXPERIENCE AND QUALIFICATIONS

COUNTY	SERVICES PROVIDED	DURATION
El Dorado	SB 90 Services	2010 - present
Imperial	SB 90 Services	2009 - present
King	SB 90 Services	2010 - present
Lake	SB 90 Services	2013 - present
Lassen	SB 90 Services	2008 - present
Madera	SB 90 Services	2010 - present
Marin	SB 90 Services	2008 - present
Mono	SB 90 Services	2013 - present
Monterey	SB 90 Services	2013 - present
Napa	SB 90 Services	2014 - present
Nevada	SB 90 Services	2010 - present
Orange	SB 90 Services	2008 - present
Plumas	SB 90 Services	2008 - present
Riverside	SB 90 Services	2005 - present
Sacramento	SB 90 Services	2013 - present
San Mateo	SB 90 Services	2003 - present
Santa Barbara	SB 90 Services	2008 - present
Santa Clara	SB 90 Services	2010 - present
Santa Cruz	SB 90 Services	2003 - present
Siskiyou	SB 90 Services	2014 - present
Sonoma	SB 90 Services	2005 - present
Stanislaus	SB 90 Services	2008 - present
Trinity	SB 90 Services	2011 - present
Tuolumne	SB 90 Services	2010 - present
Yolo	SB 90 Services	2010 - present
Yuba	SB 90 Services	2013 - present

MGT’s Large City SB 90 Projects

MGT currently serves 24 cities with populations over 100,000. Working with so many large cities provides MGT consultants with the perspective necessary to maximize eligible claims while minimizing audit exposure. There is no substitute for knowing exactly how other large cities are complying with each mandated program and what they are claiming.

FIRM EXPERIENCE AND QUALIFICATIONS

AGENCY	POPULATION	PROJECT
City of Los Angeles	3,831,868	SB 90 Services
City of San Jose	1,000,000	SB 90 Services
City of Long Beach	469,450	SB 90 Services, Cost Allocation
City of Sacramento	502,000	SB 90 Services, Cost Allocation
City of Long Beach	500,000	SB 90 Services
City of Anaheim	342,410	SB 90 Services, Cost Allocation
City of Bakersfield	380,874	SB 90 Services
City of Santa Ana	334,136	SB 90 Services, Billing Rates
City of Riverside	255,166	SB 90 Services
City of Glendale	200,065	SB 90 Services
City of Stockton	243,771	SB 90 Services
City of Fremont	234,962	SB 90 Services
City of Irvine	186,852	SB 90 Services
City of Santa Clarita	177,601	SB 90 Services
City of Santa Rosa	169,292	SB 90 Services, Cost Allocation
City of Sunnyvale	153,656	SB 90 Services
City of Pasadena	142,647	SB 90 Services, Cost Allocation
City of Visalia	126,432	SB 90 Services
City of Santa Clara	127,134	SB 90 Services
City of Concord	129,783	SB 90 Services
City of Berkeley	122,324	SB 90 Services
City of Daly City	107,704	SB 90 Services, User Fee Study
City of Burbank	103,340	SB 90 Services
City of Ventura	110,790	SB 90 Services

Case Studies

Below are three brief recent case studies in the SB 90 reimbursement claiming field that demonstrates MGT's expertise and the ability to take the lead on claims, seek effective solutions, and ensure successful outcomes.

CASE STUDY 1 | MGT DESK REVIEW EXPERTISE & AUDIT DEFENSE

The State Controller's Office (SCO) has the authority to perform either a desk review or field audit on SB 90 claims. Over the past few years, the number of desk reviews and field audits by the SCO have grown considerably. MGT has exceptional relationships with the SCO's staff and has always been able to resolve any of their concerns. The most recent SCO desk review has involved the Health Benefits for Survivors of Peace Officers & Firefighters claims. The SCO's auditor contacted MGT regarding where the benefits for survivors were listed on the claim forms. This claim has been eligible since 2001 and MGT's staff is extremely familiar with it. This was the first time in the claim's history that the SCO's auditor was requesting that ALL agencies file their survivor costs under the benefits column on the claim form. After speaking with the SCO's auditor and pointing out that what they are asking for is problematic due to the benefits column receiving overhead if the indirect cost rate is applied to both salary and benefits, the SCO agreed that their current claiming forms are incorrect and will need to be changed for the next claiming year. Prior to this conversation, the SCO's auditor was going to require ALL agencies to refile their FY 2017/2018 claims showing the costs under the benefits column. MGT was able to present their expertise in understanding the claim and the claim forms thus saving agencies from having to refile this claim.

CASE STUDY 2 | SACRAMENTO COUNTY – STATE MANDATED COST CLAIMS

In 2015 Sacramento County was not satisfied with another consulting firm. MGT was contacted by the County in need of help with the filing and preparation of the County's indirect cost rate proposals and state mandated cost claims. With less than thirty days before the State deadline, MGT was asked to step in and start over. Because of the familiarity of the County's departments, personnel and knowing what claims needed to be prepared, MGT was able to prepare and file all of the County's claims before the deadline without receiving a penalty from the State Controller's Office. At the end, Sacramento County staff were impressed by MGT's ability to get the job done in a short amount of time while saving the County approximately \$99,000 in State penalties, had they stayed the course with the prior vendor.

CASE STUDY 3 | CITY OF BURBANK – STATE MANDATED COST CLAIMS

The City reached out and asked the subject matter experts at MGT to provide a turn-key approach to the state mandated cost claiming process. The scope of requirements varies with each city. In the case of Burbank, their objectives included:

- ◆ Maximizing reimbursement for mandated programs.
- ◆ Ensuring all eligible programs are filed.
- ◆ Ensuring all State deadlines are met.
- ◆ Filing all claims in accordance with claiming instructions and forms.
- ◆ Reducing field audit risk.

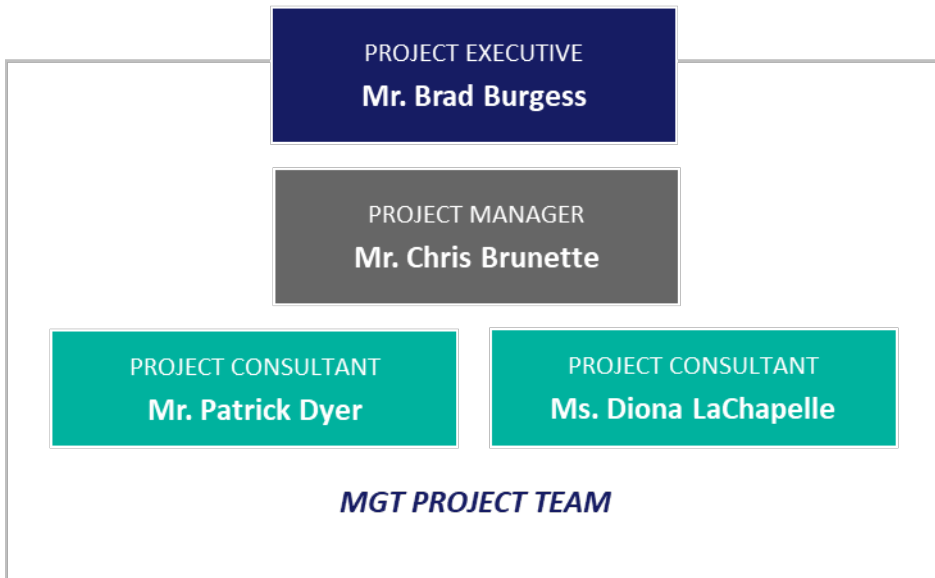
FIRM EXPERIENCE AND QUALIFICATIONS

- ◆ Improved tracking of costs, payments, documentation and support of claims.
- ◆ Providing easy access to a complex process.
- ◆ Understanding the legislative impact to reimbursement.

The City of Burbank truly benefited from MGT's approach to maximize the amount of state reimbursement through SB 90 claiming, while making the entire process simple for city management and staff. In the area of State mandate cost claims, Burbank found that MGT professionals offer the best, most experienced consulting staff, as well as the highest level of service available.

Project Personnel

We believe our firm is uniquely able to assemble the most experienced, best qualified professional staff for this engagement. Inyo’s project will be exclusively staffed by consultants from our Sacramento office. MGT proposes to assign Mr. Brad Burgess, Mr. Chris Brunette, Mr. Patrick Dyer and Ms. Diona LaChapelle to the County engagement.



J. BRADLEY BURGESS, EXECUTIVE VICE PRESIDENT | PROJECT EXECUTIVE

Our firm’s SB 90 practice is led by J. Bradley Burgess, one of the three founding principals at Public Resource Management Group, which was acquired by MGT in August 2007. Prior to joining MGT, he was a vice president with DMG and Maximus. He was also an associate director with the CSAC and California Cities SB 90 Service. In total, Mr. Burgess has been directly involved with state mandate cost consulting for over 25 years, and personally served over 100 cities and 30 counties in the SB 90 claiming area.

Mr. Burgess has given SB 90, cost accounting, and ICRP training workshops to over a dozen state associations, as well as the American Governmental Accounting Association. Mr. Burgess received a Bachelor of Journalism degree from the University of Missouri at Columbia, and a Master’s in Public Policy Studies from the University of Chicago.

PROJECT PERSONNEL

As the Project Executive, Mr. Burgess will be responsible for the overall coordination and execution of the Sacramento engagement. He will be directly involved with contract negotiations and finalization. He will provide technical assistance and meet with the State Controller related to any field audits and negotiations, if necessary. Mr. Burgess will ensure that all aspects of service delivery are accomplished in the best possible manner and will be available to the County for questions.

CHRIS BRUNETTE, SENIOR CONSULTANT | PROJECT MANAGER

Mr. Brunette is a Senior Consultant with MGT and works primarily as a costing services technical analyst, specializing in cost allocation and state/federal reimbursement projects. Prior to that, he spent 16 years working on cost reimbursement claiming and data acquisition and manipulation projects. While working for Mandated Cost Systems, Inc. (and later as SI&A, Inc.), he prepared reimbursement claims for local agencies and school districts, as well as data analysis. He refined salary and budget information for hundreds of clients each year for use in reimbursement claims.

At MGT Consulting, Mr. Brunette assists on cost allocation plan projects, uploading and reformatting data. His most recent cost allocation plan projects include cost plans for City of Long Beach, City of Santa Monica, and Arapahoe County, Colorado. Mr. Brunette also manages MGT's practice for preparing and defending audits related to the CA Ground Emergency Medical Transport grants for local fire departments. He works with the cities of Beverly Hills, Newport Beach, West Covina and Glendale analyzing large EMS data sets, fire department expenditures and billing statistics to seek reimbursement from the State of California for medical transports. His efforts have helped local cities and counties recoup over \$1 million in funds from the 2014 to 2017 fiscal years.

As the Project Manager, Mr. Brunette will oversee the daily work of the project team and ensure project implementation that occurs on schedule and in accordance with all project requirements. He will have direct responsibility for coordinating the collection of all applicable data from all of Inyo's departments, and will also be responsible for the following:

- ◆ Development of the overall project plan.
- ◆ On-site staff interviews.
- ◆ Review of all claims.
- ◆ Provide technical assistance.
- ◆ Meet with the SCO related to any field audits and negotiations.
- ◆ Respond to any desk reviews performed by the SCO.

PATRICK DYER, VICE PRESIDENT | PROJECT CONSULTANT

Mr. Dyer is a Vice President with MGT and has over 20 years of professional experience in government operations. He has worked with city, county, state, special district, joint powers authority government agencies on cost accounting and state mandated cost claiming projects during his twelve-year consulting tenure. Mr. Dyer's most recent consulting projects focus on the following areas: FEMA reimbursements, development user fee calculations, regulated cannabis/marijuana studies, city and transit agency cost allocation plans and state mandated cost consulting; all specific to California. Mr. Dyer also helps clients with audit defense when state or federal agencies scrutinize costs or calculations of local government.

DIONA LACHAPELLE, SENIOR CONSULTANT | PROJECT CONSULTANT

Ms. LaChapelle is a Senior Consultant with MGT and has over twenty years of professional consulting experience working with local governmental agencies. She has extensive experience with large scope state mandated costs projects, is responsible for coordination and submission of SB 90 claims, and is experienced in defending clients in desk and field audits. Throughout her career, Ms. LaChapelle has participated in, managed, and completed more than 100 separate consulting engagements for cities, counties, and special districts.

Resumes

By selecting the MGT team, the County of Inyo can be assured there are no weak links and that each team member possesses unique knowledge and skills that, when combined, produce a well-rounded and qualified team capable of handling all aspects of this RFP. Resumes for assigned personnel are included on the following pages.



J. BRADLEY BURGESS

Executive Vice President | Financial Solutions

MGT CONSULTING GROUP

Over the past 30 years, Mr. Burgess has become a trusted thought leader in governmental financial analysis and executive decision making. He is regularly retained by public sector leaders throughout the nation to provide advice and solutions for difficult or complex public policy matters. He has provided expert testimony to state legislators, and is an adept negotiator who has successfully negotiated with state and federal authorities on multi-million dollar audits and reviews. He has served as a corporate officer for the following consulting firms: MGT of America Consulting, LLC, MGT of America, Inc., Public Resource Management Group, LLC (founder), MAXIMUS, DMG-MAXIMUS, and David M. Griffith and Associates, Ltd.



Mr. Burgess has personally served over 190 cities, and 49 of the 58 counties in California during his 29-year consulting career. He has also personally provided consulting services to 19 of California's 20 largest counties. Mr. Burgess also has extensive port experience having worked directly with San Diego Port, Port of Oakland, Port of San Francisco, as well as others. He has consulted with such districts as Los Angeles Metro Transit, SF Muni, BART, Charlotte Transit, and Sound Transit in Seattle.

Recent projects include cannabis research and costing projects for the City and County of Denver, the State of Maryland and several counties in California. He also prepared the budget for Gary Indiana School Corporation as part of the Emergency Management Team hired by the State of Indiana in 2017.

Areas of Expertise

- ◆ Trusted advisor to public executives
- ◆ Public leadership / policy alignment
- ◆ Strategic analysis
- ◆ Project management
- ◆ Budgeting
- ◆ Cost-of-service analysis
- ◆ Public and private entrepreneurship
- ◆ Expert witness
- ◆ Audit preparation and defense
- ◆ Organizational transformation

Education

Master of Public Policy Studies, University of Chicago, Harris School of Public Policy
Bachelor of Journalism, University of Missouri

Professional Experience

MGT of America Consulting, LLC, *Executive Vice President, MGT Board of Directors, 2007 - present*

MGT of America, Inc, *Senior Partner*

Public Resource Management Group LLC, *Founding Partner*

MAXIMUS, Inc., *Vice President*

DMG-MAXIMUS, Inc., *Vice President*

David M. Griffith & Associates, LTD., *Vice President, Director, Manager, Senior Consultant*

State of Illinois, Bureau of the Budget, Department of Transportation, *Budget Analyst,*

Leadership Expertise

Mr. Burgess is an Executive Vice President at MGT Consulting and serves on the firm's Board of Directors. He is also the national manager responsible for MGT's Financial Solutions Division. Mr. Burgess was one of three founding partners of Public Resource Management Group (PRM). PRM became the fastest growing local



J. BRADLEY BURGESS

Executive Vice President | Financial Solutions

MGT CONSULTING GROUP

government costing services practice in the nation. During his tenure with DMG and Maximus, Mr. Burgess was responsible for the large, multi-million local government consulting practice, with over 40 professional consultants, and over 400 clients served per year. In addition to state claiming and federal grant assistance, additional representative consulting studies include appropriation limitation studies, indirect cost rate proposal preparation, full cost and 2 CFR Part 200 federal cost allocation plans, user fee studies, development impact fee analysis, and legislative analysis.

Pertinent Statewide Experience

Mr. Burgess served as the Associate Director of the California Cities SB 90 Service and the California State Association of Counties SB 90 Service. In this capacity, Mr. Burgess worked on behalf of all California local agencies to reach resolution on statewide issues such as the Open Meetings Act impasse; developing unit costs for several current mandates; and has assisted agencies such as San Francisco, Santa Barbara County, Orange County, Santa Clara County, Sacramento County, Monterey County, Marin County and San Mateo County, as well as large municipalities such as Los Angeles, Oakland and Sacramento to defend SB 90 claims under audit by the California State Controller. Mr. Burgess has also represented local agencies before the California Legislature, the Commission on State Mandates and the Bureau of State Audits. Additionally, Mr. Burgess has provided over 35 statewide training sessions on cost accounting theory, and presentations to over 20 state associations.

Professional History

Mr. Burgess has a broad background in government, public policy, and journalism. For three years, he edited and published a monthly professional magazine for the University of Missouri. Mr. Burgess was the IDOT budget analyst for Governor Thompson in the State of Illinois, and a consultant for Continental Illinois National Bank in Chicago. Mr. Burgess was a journalist for a daily newspaper in Kansas City, and had professional projects in Egypt, Israel and Saudi Arabia.



CHRIS BRUNETTE

Senior Consultant

MGT CONSULTING GROUP

Mr. Brunette is a consultant with MGT Consulting working primarily as a costing services technical analyst specializing in cost allocation and state/federal reimbursement projects. Prior to that, he spent 16 years working on cost reimbursement claiming and data acquisition and manipulation projects. While working for Mandated Cost Systems, Inc. (and later as SI&A, Inc.), he prepared reimbursement claims for local agencies and school districts, as well as data analysis. He refined salary and budget information for hundreds of clients each year for use in reimbursement claims.



As an associate consultant and consultant for MAXIMUS, Inc., he prepared reimbursement claims, formatted and processed raw data for salaries and claiming. He also managed smaller projects, created and updated claim forms, and managed a claiming database used by the mandated cost reimbursement department. At MGT Consulting, Mr. Brunette assists on cost allocation plan projects, uploading and reformatting data. His most recent cost allocation plan projects include cost plans for City of Long Beach, City of Santa Monica and Arapahoe County, Colorado.

Mr. Brunette also manages MGT's practice for preparing and defending audits related to the CA Ground Emergency Medical Transport grants for local fire departments. He works with the cities of Beverly Hills, Newport Beach, West Covina and Glendale analyzing large EMS data sets, fire department expenditures and billing statistics to seek reimbursement from the State of California for medical transports. His efforts have helped local cities and counties recoup over \$1 million in funds from the 2014 to 2017 fiscal years.

Areas of Expertise

Mr. Brunette's processing and consulting experience has given him the knowledge and experience of governmental budgeting, finance, accounting and operations.

- ◆ SB 90 Claims and Processing
- ◆ Cost Allocation Plans
- ◆ ICRPs

Work Experience

MGT of America Consulting, LLC, *Consultant/Senior Consultant*, September 2014 - Present

MAXIMUS, Inc., *Associate Consultant/Consultant*, June 2007 – May 2013

Mandated Cost Systems, Inc. (SI&A, INC.) *In-House Staff/Product Support*, November 1998 – June 2007

Relevant Project Experience

- City of Bakersfield SB90
- City of Beverly Hills GEMT
- City of Chico SB90
- City of Colton SB90
- City of Fresno ICRPs
- City of Newport Beach GEMT
- City of Sacramento ICRPs
- City of San Jose SB90
- City of Santa Clara SB90
- City of Sunnyvale SB90
- County of Alameda SB90
- County of Amador CAP
- County of Amador SB90
- County of Lake CAP
- County of Monterey SB90
- County of Napa SB90
- County of Riverside SB90
- County of Sacramento SB90
- County of San Mateo SB90
- County of Santa Cruz CAP
- City of Turlock CAP/ICRP
- City of Turlock SB90
- County of Siskiyou SB90
- County of Yuba CAP



PATRICK J. DYER

Vice President | Financial Solutions

MGT CONSULTING GROUP

Mr. Dyer has over 20 years of professional experience in government operations. He has worked with city, county, state, special district, joint powers authority government agencies on cost accounting and state mandated cost claiming projects during his twelve-year consulting tenure. Mr. Dyer's most recent consulting projects focus on the following areas: development user fee calculations, Federal Emergency Management Agency (FEMA) guidance and claiming, regulated cannabis/marijuana studies, city and transit agency cost allocation plans and state mandated cost consulting (specific to CA).



Areas of Expertise

- ◆ California State Mandate Reimbursement (SB 90)
- ◆ Cost Allocation Plans
- ◆ Indirect Cost Rate Proposals
- ◆ Cost of Service / User Fee Studies
- ◆ Transit Agency Cost Allocation and Indirect Costs
- ◆ Federal Negotiations and Audit Defense (FTA, FAA, HSA)
- ◆ Mental Health Funding Sources (AB 3632)
- ◆ Daily Jail Rate, Booking Fee Analyses
- ◆ Animal Care, Shelter, Enforcement Operations Costs, and Fees
- ◆ Elections Program Operations and Cost Accounting
- ◆ Expert Witness on Cost/Fee Lawsuits
- ◆ Clerk, Recorder and Elections Fees/Operations
- ◆ FEMA Claiming & CARES Act Funding
- ◆ State Agency Fee Studies & Outreach

Education

Bachelor of Science, Business Administration (Finance), California State University Sacramento

Professional Experience

MGT of America Consulting, LLC, *Vice President, August 2007-Present*

Public Resource Management Group, LLC, *Senior Consulting Manager*

MAXIMUS, Inc., *Project Manager*

City of Davis, Finance Department, *Revenue Collections Customer Service Coordinator*

Leadership Expertise

Mr. Dyer is a senior member of MGT's leadership team. His duties as Vice President include direct project work in addition to a variety of management and administrative items. Mr. Dyer's business development and administrative duties include the following:

- ◆ Sales, marketing, and budget oversight for a practice of \$4.0 million of consulting engagements
- ◆ Administer contracts, agreements and insurance requirements
- ◆ Staff reviews, supervision and workload analysis for 15 consulting professionals
- ◆ Coordinate, write, review, respond to complex government RFPs

Professional History

Prior to beginning his consulting career, Mr. Dyer spent over ten years with the City of Davis, most recently holding the position supervising the Finance Department staff handling all City revenue collection, loans, parking citation billing, 15,000 utility billing accounts and the City's 5,000 business licenses. Mr. Dyer also completed a successful pilot data capture program between the City of Davis and the State of California



PATRICK J. DYER

Vice President | Financial Solutions

MGT CONSULTING GROUP

Department of Motor Vehicles to develop a virtual private network to exchange vehicle owner information and streamline parking collection processes for local government.

While at the City of Davis, Mr. Dyer held the position of President with the Davis City Employees Association, a labor union for approximately 300 of the City's miscellaneous employees. While holding that position, Mr. Dyer gained valuable experience related to employer-employee contracts (MOUs), labor relations law, collective bargaining, class/comp studies and compensation analysis.

Client Service Highlights

Cost Allocation, Transit | Sound Transit, Seattle, WA

Mr. Dyer initiated a formal cost allocation plan structure for submission to the Federal Transportation Administration (FTA). Prior to engaging MGT, ST had not obtained approval for their indirect costs on federal grants. MGT analyzed, documented the process, negotiated with federal auditors and obtained FTA approval for its cost allocation and indirect cost rates. In total, ST runs \$45 million through its cost plan for central service costs. This formal approval of the indirect cost rates helps ST defend a portion of its \$170+ million in annual federal grants.

Health Agency Fee Calculations | El Dorado County, CA - Health & Human Services Agency

Mr. Dyer led a team of four consultants to analyze user fees and cost recovery for this eight department super-agency. MGT reviewed cost recovery, developed fee comparisons and recommendations for the Health, Lab, Environmental Health, Animal Services, Vital Records, Mental Health, Public Guardian and Emergency Medical Services departments. This six-month project resulted in defensible fees for \$7.2 million in county cost for user fee activity and recommended changes or new fees of approximately \$125,000.

Animal Care & Fees | County of Los Angeles, CA - Animal Care & Control

Mr. Dyer led a team of five other consultants to completely overhaul the billing methods for contract cities animal care services for the largest animal care system in the nation. Mr. Dyer and his team questioned assumptions and re-tooled billing models to enable Los Angeles County to recommend increasing cost recovery from 30% to 70% from its 49 contract agencies. Over a six-year phase-in, the county expects to recover an additional \$5 million in revenue because of MGT's recommendations.

Animal Care & Fees | Madera County, CA

Mr. Dyer recalculated the full cost of its Animal Care and Shelter services for the city and county. As a result of MGT's calculations and recommendations, the County expected to recover an additional \$250 thousand dollars from its contract city. County officials were extremely happy to have a 52x return on their investment by hiring MGT Consulting.

Regulated Cannabis | County of Santa Cruz, CA - Cannabis Licensing Office (CLO)

Mr. Dyer was engaged to develop defensible license fees for the cannabis activity in the unincorporated areas of Santa Cruz County. In total the costs of the CLO and other county departments that assist with regulation and business compliance activities total \$1.3 million. The fee structure and allocation to the various license activities are expected to ensure these county efforts expended on licensing, cultivation, dispensary, manufacturing and other cannabis businesses, are completely fee supported.

Regulated Cannabis | State of Maryland - Medical Cannabis Commission (MMCC)

The MMCC hired MGT to assist the State to understand and evaluate the industries and activities that will be involved in the development and ongoing operation of a Maryland medical cannabis industry. The MMCC requested analysis of North American Industry Classification System (NAICS) codes, spending, investment, and valuation patterns involved in the medical cannabis industry. The MMCC used the MGT study to define



PATRICK J. DYER

Vice President | Financial Solutions

MGT CONSULTING GROUP

the known business impacts of the cannabis industry and utilized the MGT identified NAICS codes to begin its own analysis of the racial and economic diversity within the new emerging cannabis market.

COVID-19 FEMA Infectious Disease Event Management | County of Santa Cruz, CA

Mr. Dyer was engaged to develop defensible FEMA claiming and documentation for disaster event claiming. The scope of the MGT contract was to enhance the activities of the Auditor Controller Tax Collector by assisting county staff with Federal Guidance, interpretations of Policy Manual, development of improved time keeping, procurement documentation and staff training of CAL OES and FEMA guidance related to COVID-19.



DIONA LACHAPELLE

Senior Consultant | Financial Solutions

MGT CONSULTING GROUP

Ms. LaChapelle is a Senior Consultant in MGT’s Financial Solutions Group and has been performing cost of service studies for government clients for over 23 years. She has a background in local government consulting focusing on cost of service identification and calculation and indirect cost identification and calculation issues. She is recognized as one of the most precise and effective consultants in the SB 90 claiming field. She has calculated and submitted hundreds of approved SB 90 claims and indirect cost rate calculations to the State of California on behalf of local agencies. Additionally, she has provided training on SB 90 claiming issues at state-wide conferences and workshops.



Ms. LaChapelle has managed numerous complex cost accounting projects including serving as project manager for several State Mandate Reimbursement projects annually. She participates in all levels of service: project design, on-site interviewing and data gathering, claim preparation and submission, and defending claims before the State Controller.

Areas of Expertise

- ◆ SB 90 Claim Preparation and Reimbursement
- ◆ Indirect Cost Identification
- ◆ SB 90 Workshops and Training
- ◆ Cost Analysis

Education

University of Nevada, Reno

Professional Experience

MGT of America Consulting, LLC, *Senior Consultant, 2007 – present*

Public Resource Management Group LLC, *Senior Consultant*

MAXIMUS, Inc. Consulting Services, *Senior Consultant*

Client Service Highlights

State Mandated Cost (SB 90) | Various City and County Agencies

Ms. LaChapelle has provided direct assistance in obtaining state mandated cost reimbursement to an average of 35 local government agencies annually. She has worked with over 80% of her clients for 10 years or more. Working with agencies both large and small, Ms. LaChapelle has been able to recover roughly \$2.75 million annually which goes directly into the General Funds of her clients, with little effort or burden to city or county personnel.

State Mandated Cost (SB 90) | County of Butte

Ms. LaChapelle works with several departments within Butte County, and averages over \$340 thousand annually in state mandated cost reimbursement.

State Mandated Cost (SB 90) | City of Oakland

Ms. LaChapelle works with several departments within the City of Oakland, and averages over \$600 thousand annually in state mandated cost reimbursement.

RELEVANT PROJECT EXPERIENCE

- Anderson
- Jackson
- Redding
- Butte County
- Larkspur
- Riverside



DIONA LACHAPELLE

Senior Consultant | Financial Solutions

MGT CONSULTING GROUP

- Carlsbad
- Carpinteria
- Corning
- Corona
- Corte Madera
- Dublin
- Fillmore
- Folsom
- Hayward
- Hemet

- Livermore
- Manteca
- Marysville
- Moreno Valley
- Novato
- Oakland
- Oceanside
- Oroville
- Oxnard
- Palo Alto

- San Pablo
- Santa Barbara
- Temecula
- Tiburon
- Union City
- Vacaville
- Vallejo
- Ventura
- Yuba City

Approach and Methodology

Scope of Services

MGT provides true turn-key mandate cost claiming services to its clients, and our approach is based around personal interaction. Our staff is involved with our clients' claiming process throughout the year, providing proactive news, reports, and the earliest notification of new SB 90 claims possible.

We provide our clients claiming summaries and data collection guides to assist them in understanding all of the eligible components of each program. This process supplements the on-site interviews that our staff conducts to ensure each department contact understands precisely what data is required, and what the internal deadlines are for submission.

Most counties are at risk of desk reviews from the State Controller. We believe that part of our job is assisting your departments to understand the appropriate levels of documentation required for each claim the County files.

Finally, the project manager will complete all claims, all indirect cost rate proposals, and compile all elements of the claims in electronic format and send to the County for review and signature well in advance of the claiming deadline.

Throughout the year, our consultants attend the key meetings with the Commission on State Mandates, the State Controller, Department of Finance and other important stake holders to ensure we have a thorough understanding of all pending issues and interpretations in the SB 90 area, as well as all upcoming local government reimbursement claims.

MGT Consulting will provide the following services to the County of Inyo:

- ◆ Identify all possible SB 90 claiming opportunities.
- ◆ Prepare and file all eligible annual SB 90 claims with the SCO.
- ◆ Prepare and file all eligible first time or new SB 90 claims that have claiming instructions issued during the given fiscal year.
- ◆ Provide assistance with SCO desk reviews and field audits.
- ◆ Assist the County with knowledge transfer and training related to the SB 90 process at the State level and also related to other local agencies in California.

Our firm has carefully reviewed the County's RFP and is confident that all services described will meet the County's desired scope. We are also proposing to provide additional services and deliverables for no additional fees that exceed the scope of the RFP. We believe MGT's approach will provide exceptional value to Inyo County.

Work Plan

There are many steps in an SB 90 work plan. However, MGT has identified the following order of activities as the most important landmark events that must occur for the County to have a successful SB 90 claiming engagement.

Task 1.0: NEW CLAIMS

- 1.1 Establish a schedule and approach needed to complete all new or first-time claims due within the fiscal year. This includes on-site interviews with all applicable County department personnel.
- 1.2 Assist department staff to understand the specific mandated requirements for each SB 90 program, and how the County complies with the specific reimbursable portions of each program. Eligibility will be determined using the following criteria:
 - The test claim's statement of decision.
 - The California Commission on State Mandates approved parameters and guidelines.
 - The SCO's claiming instructions.
 - How other agencies around the state are complying with and interpreting the mandate.
- 1.3 Prepare all necessary department-wide ICRPs. MGT consultants have prepared thousands of ICRPs over the past 25+ years. We believe that our experience has developed a depth of understanding that is unmatched in the field.
- 1.4 Receive claims from the County for single department SB 90 programs and review the claims for completeness, propriety, and eligibility of costs.
- 1.5 Perform a quality assurance review of the County's SB 90 claims to ensure the costs are supported by appropriate source documentation.
- 1.6 Prepare claims and provide the completed claims and ICRPs to the County for review and signature at least four weeks prior to the claiming deadline.
- 1.7 File the signed claims with the SCO prior to the deadline.

Task 2.0: ANNUAL CLAIMS: DUE TO THE STATE BY FEBRUARY 15TH

- 2.1 Establish schedule and approach needed to complete all annual claims due to the state by February 15, 2022. This includes on-site interviews with all applicable County department personnel.
- 2.2 Facilitate department staff in describing how the County complies with the specific mandated programs and help the County determine eligible costs based on the following criteria:
 - The test claim's statement of decision.
 - The California Commission on State Mandates approved parameters and guidelines.
 - The SCO's claiming instructions.

- How other agencies around the state are complying with and interpreting the mandate.
- 2.3 Prepare all necessary department-wide ICRPs.
 - 2.4 Receive claims from the County for single department SB 90 programs and review the claims for completeness, propriety, and eligibility of costs.
 - 2.5 Perform a quality assurance review of the County’s SB 90 claims to ensure they mesh with the associated department ICRPs.
 - 2.6 Discuss any potential or necessary changes with the appropriate County staff member.
 - 2.7 Provide the completed claims and ICRPs to the County for review and signature at least four weeks prior to the claiming deadline.
 - 2.8 File the signed claims with the SCO prior to the deadline.

Proposed Schedule and Claiming Timeline

MGT will complete SB 90 data collection and claims preparation on the following schedule for Inyo County:

SB 90 CLAIMING TASKS	DUE DATES	SEPT.				OCT.				NOV.				DEC.				JAN.				FEB.			
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
1.0 Begin data collection and follow up on eligible activity with MGT	9/15																								
2.0 Questions and follow up	10/1 - 10/30																								
3.0 All mandate specific claim data due to MGT	10/30																								
4.0 MGT Claim Preparation: Compile data, calculate indirect cost rates, format claims, and follow up with departments	11/1 - 11/30																								
5.0 MGT distributes ICRPs for County review	12/5																								
6.0 MGT distributes completed claims for County review	12/23																								
7.0 Edits and changes due to MGT	1/15																								
8.0 Signed claims returned to MGT	2/10																								
9.0 Hand Deliver Claims to State	2/15																								

To ensure that the project progresses smoothly, it is imperative that the proposed project timeline is agreed to by all parties. At the inception of the project, we will meet with the County’s SB 90 Coordinator to discuss the timeline and adjust as needed. MGT is able to start the project the day after an agreement is signed.

MGT will assist County departments with data gathering.

We believe this accelerated schedule will still afford MGT time to complete the County's SB 90 claims, and time for the County to adequately review the claims prior to submission to the state. MGT will do everything possible to ensure there is no last-minute crunch or signing-day scrambles.

Keys to Project Success

1. Project Coordination

MGT views the SB 90 process as a partnership between Inyo County and our firm. MGT will manage all aspects of project coordination, working closely with your SB 90 Coordinator to keep the County apprised of all relevant activity. MGT will:

- ◆ Provide the County with a list of all eligible claims, as well as Claim Summary sheets and Data Collection forms. All of these concise summaries and forms are available in a variety of electronic formats (Microsoft Word, Excel, and Adobe PDF) to make use and disbursement of claiming information as easy as possible.
- ◆ Work in concert with Inyo County's SB 90 Coordinator to coordinate the County's overall claiming process. Once again, minimal reliance will be placed on the County's SB 90 Coordinator in this process.
- ◆ Work with departments to ensure all data required to file eligible claims is gathered in a timely fashion. Our team works closely with our client departments after the on-site interviews to ensure all questions are answered and deadlines are met.
- ◆ Ensure all eligible claims are filed on time and provide the County with written documentation showing which claims were filed and which claims were not filed, and why.

2. Data Collection

The three components of data collection related to this engagement include: direct cost program data, indirect cost data, and supporting documentation.

DIRECT COST PROGRAM DATA COLLECTION

- ◆ Conduct individual meetings with departments to discuss all reimbursable mandated activities.
- ◆ Develop a schedule and plan for mining the necessary data to ensure claims are completed well before the claiming deadlines.
- ◆ Gather all required direct cost data.

DEPARTMENTAL INDIRECT COST DATA COLLECTION

- ◆ Gather salary and benefit data from the County or the individual departments for all required fiscal years.
- ◆ Collect certain pages from the County's cost allocation plan.

SUPPORTING DOCUMENTATION COLLECTION

- ◆ MGT will work with County departments to determine the documentation that must be submitted to the state as attachments to claims, and what documentation should be maintained in the County's files in case of the SCO inquiry or field audit. MGT will then collect only the documentation the SCO requires to be submitted.

3. Orientation and Training for County Department Staff

We believe there is no cookie cutter approach to successful orientation and training. Some of the County personnel are undoubtedly savvy and experienced with SB 90 claiming, while others are likely to be new to the process. MGT will tailor its level of training to meet the needs of each department. As we have previously stated, early communication is the most important aspect of this component. Some of the key aspects of our orientation and training include:

- ◆ Provide electronic notification on upcoming mandate claims as soon as the parameters and guidelines for these programs are approved. This will be done primarily via e-mail and will provide the key department personnel, as well as your Coordinator, the most complete view of upcoming SB 90 programs.
- ◆ Provide on-site training sessions for both program and fiscal staff. It is important that both parts of each affected department understand the state's requirements and any specific issues related to the particular mandate from a programmatic and fiscal standpoint. In addition, we will provide a history and overview of the SB 90 program to any department staff that are new to the process.
- ◆ Assist the County in establishing relevant, defensible source documentation standards for each claim within each of the County's claiming departments. Our goal for each of the County's claims is to ensure documentation exists to establish that the mandate was performed, and personnel costs are adequately documented.

4. Claim Preparation

Once data has been received from the County, MGT will prepare all eligible claims on behalf of the County using required SCO claim forms.

DIRECT COSTS

- ◆ Prepare all claims that apply to single departments. Once again, our experience will ensure no cost components are misinterpreted or omitted.

INDIRECT COSTS

- ◆ Prepare ICRPs, and all support documents for all claiming departments. Obtain approval from each subject department for all ICRPs to be used in conjunction with current SB 90 claims, as well as the SB 90 Coordinator. The ICRPs provide an approved method for claiming departmental indirect costs. At this step, it is vital to ensure no staff time being claimed as a direct cost in the claim, is included in the ICRP.

FILING PROCEDURES

MGT will provide the County’s SB 90 Coordinator with a clear, understandable process for receiving the completed claims/ICRPs and obtaining the necessary signatures.

- ◆ MGT will perform one final quality control check to ensure the County has signed two original coversheets, all parts of the claim are included, and required documentation is attached.
- ◆ MGT will hand deliver all signed claims received from the County to the SCO on or before the stated deadline. We will also provide the SCO a claims receipt for their staff to sign and return.
- ◆ MGT submits hard copies of all claims to the SCO.

5. Ongoing Support & Status Updates

The claiming process is obviously the key aspect of this engagement, but the ongoing support services that MGT offers are important complimentary services to continuously upgrading the County’s knowledge base, relations, and communications with the state and contract agencies, and anticipation of changes to the claiming process.

STATUS UPDATES – KNOWLEDGE TRANSFER

Because the SB 90 process is changing constantly, MGT has numerous senior-level mandate consultants that live within minutes of the state capitol in Sacramento. Commission meetings, budget hearings, legislative sessions, and test claim pre-hearings will be attended by staff assigned to the County’s project. MGT will not send a note taker to these meetings—***your consultant will be there***. MGT researches relevant sections of the state budget bills and law changes which could potentially impact the County’s mandated programs and revenues.

The SB 90 process is constantly changing and evolving. MGT will provide targeted, relevant communication on statewide issues, interpretations, and actions at the state capitol relating to the SB 90 process throughout the fiscal year via ***MGT Instant Updates®***, a series of e-mail communiqués designed to keep our clients up to date with the latest mandate legislation, California Commission on State Mandates decisions, and state agency interpretations. MGT will sort through all of the pertinent activity to provide the County with the most relevant information throughout the year, saving the County time and resources.



6. Communicating with State Officials

STATE LIAISON ASSISTANCE

MGT will monitor State Controller requests or issues that could affect the County's SB 90 claims.

MGT will also provide liaison assistance with the SCO at the desk review level. The SCO may call requesting additional information, or duplicate documentation that may have been misplaced in their offices. Our firm will field these calls and fulfill all appropriate requests without the need for County involvement if possible. In addition, our staff has extensive experience preparing local agencies for field audits and assisting in their representation beyond the exit conference. MGT will offer assistance and response on any current or future field audits that may result from claims filed in the past.

AUDIT ASSISTANCE & PROTECTION

Nobody wants to see the SCO auditing their claims, but higher levels of scrutiny are a fact of life. Our team has extensive experience preparing local agencies for field audits and assisting in their representation beyond the exit conference. In the past, Mr. Dyer and Ms. LaChapelle have assisted dozens of California cities and counties to file audit responses when agreement with the SCO audit findings is not resolved. MGT will offer assistance and response on any current or future field audits that may result from claims filed in the past.

The County of Inyo will have our seasoned experts working on the County's behalf on this project. MGT will offer assistance and response on current or future field audits that may result from claims filed in the past.

REMITTANCE TRACKING

MGT will assist the County with all aspects of remittance tracking throughout the entire fiscal year. We will consistently:

- ◆ Provide copies of all claims receipts, declarations, and summary claiming reports to the County.
- ◆ Assist the County with tracking claim payments made by the state. Now that the state has resumed this function, MGT will assist the County with this sometimes-confusing process.

References

Provided below are SB 90 project references. MGT has earned a reputation as a leader in SB 90 and has experience across California. Many of our clients have contracted with MGT for multiple projects. We feel repeat business is the greatest testament to our commitment to customer service and client satisfaction. We encourage you to contact our references to learn of the expertise of our staff, professionalism, and ability to meet established timelines.

Marin County, CA	Contact:	Ms. Margie Roberts
	Title:	SB 90 Coordinator
	Phone:	415.473.6925
	E-Mail:	MRoberts@marincounty.org
	Project Description:	Comprehensive SB 90 project, including training, department interviews, data collection, claim preparation, ICRP preparation, claim/ICRP finalization and obtaining signatures, filing claims with SCO, providing list of claims filed with signed claims receipt, responding to SCO questions, reviews and field audits, providing information on upcoming new claims or statewide issues.
Years of Service:	Mr. Burgess has provided continuous SB 90 consulting services since 1990 (31 years)	

San Mateo County, CA	Contact:	Mr. Ed Castillo
	Title:	Finance & Administration Manger
	Phone:	650.599.1080
	E-Mail:	Ecastillo@smcgov.org
	Project Description:	Comprehensive SB 90 project, including training, department interviews, data collection, claim preparation, ICRP preparation, claim/ICRP finalization and obtaining signatures, filing claims with SCO, providing list of claims filed with signed claims receipt, responding to SCO questions, reviews and field audits, providing information on upcoming new claims or statewide issues.
Years of Service:	Mr. Dyer has provided continuous SB 90 consulting services since 2003 (18 years)	

REFERENCES

Imperial County, CA	<i>Contact:</i>	Ms. Ann McDonald
	<i>Title:</i>	Assistant Auditor-Controller
	<i>Phone:</i>	442.265.1275
	<i>E-Mail:</i>	annmcdonald@co.imperial.ca.us
	<i>Project Description:</i>	Comprehensive SB 90 project, including training, department interviews, data collection, claim preparation, ICRP preparation, claim/ICRP finalization and obtaining signatures, filing claims with SCO, providing list of claims filed with signed claims receipt, responding to SCO questions, reviews and field audits, providing information on upcoming new claims or statewide issues.
<i>Years of Service:</i>	Mr. Burgess started provided SB 90 consulting services to the County in 1990 and provided services through 1998. Starting in 2015, MGT started a new contract with the County and has provided services for the past six years. (14 years total)	

SB 90 Services Fee Proposal

The price quoted for services is all inclusive. There are no caps on number of claims, audit support, or site meetings/visits—our level of customer service to you is unlimited. MGT will not bill you for travel expenses, additional time for on-site meetings, or extra claims. Other consulting firms limit the support you receive as part of their SB 90 projects. MGT wants to be County’s partner in this process for the next five years and beyond. Our professional commitment of resources and variety of services offered under our fixed-fee proposal is unmatched.

Professional Fees

FY 2020-21 Annual Claims in FY 2021-2022	FY 2021-22 Annual Claims in FY 2022-23	FY 2022-23 Annual Claims in FY 2023-2024
\$7,500	\$7,700	\$7,900

New Claims issued during FY 2021-2022 (if filed)	New Claims issued during FY 2022-2023 (if filed)	New Claims issued during FY 2024-2025 (if filed)
\$1,200 per program	\$1,200 per program	\$1,200 per program

Plus 2 Option Years:	FY 2023-2024 Annual & New Claims issued during FY 2024-2025	FY 2024-2025 Annual & New Claims issued during FY 2025-2026
		\$8,100 + \$1,200 per new program
<i>fixed fee, billable on a bi-annual basis</i>		

Hourly Billing Rates

MGT’s hourly billing rates are as follows:

MGT Professional Staff	Hourly Billing Rates
Analyst	\$ 95
Consultant	\$ 125
Senior Consultant	\$ 145
Manager	\$ 180
Senior Manager	\$ 195
Director	\$ 235
Vice President	\$ 275
Executive Vice President	\$ 340

Additional services requested that fall outside the scope of this project shall be provided on a time-and-materials basis using the above hourly rates, with all expenses billed at cost subject to pre-approval. The hourly rate schedule is part of MGT’s quote for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.

In Conclusion

Thank you for the opportunity to submit this proposal for SB 90 claiming services. We feel it is essential for as many California local agencies to participate in the SB 90 claiming process each year. Even in years when the program is down, or is facing tough budget decisions, this mechanism provides every local agency with protection from additional state mandates and expansion of existing programs.

Finally, as the executive vice president in charge of MGT Financial Services, Brad Burgess personally assures the County that this project will be performed professionally and will achieve the desired results. Thank you.

NATIONAL FIRM LOCAL FOCUS

ALABAMA
Montgomery

GEORGIA
Atlanta

MICHIGAN
Bay City

VIRGINIA
Richmond

CALIFORNIA
Sacramento | Pasadena
| Carlsbad

KANSAS
Wichita

NORTH CAROLINA
Raleigh

COLORADO
Denver

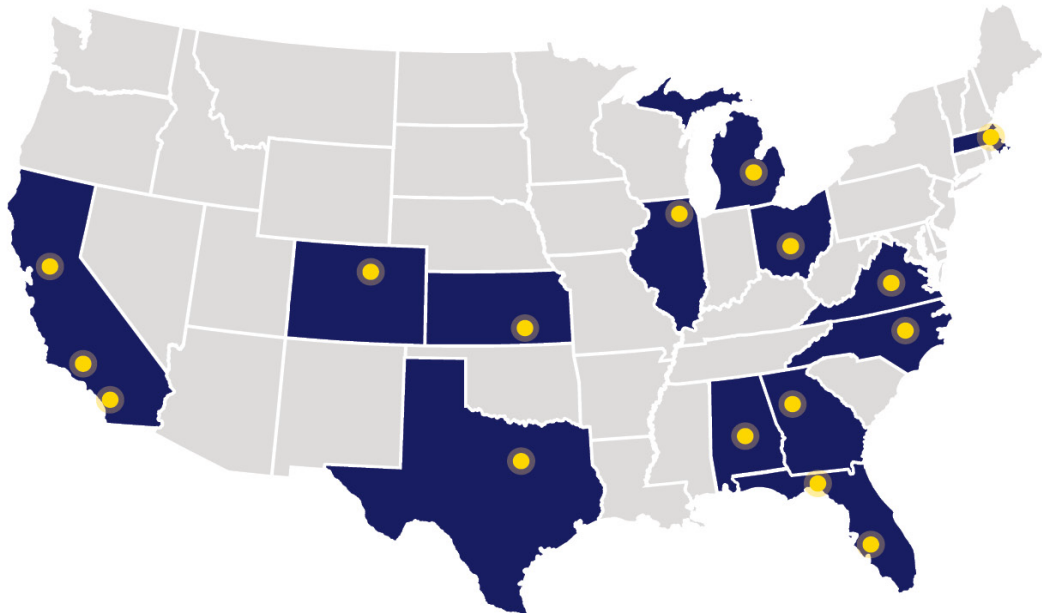
ILLINOIS
Chicago

OHIO
Columbus

FLORIDA
Tallahassee | Tampa

MASSACHUSETTS
Boston

TEXAS
Dallas



4320 West Kennedy Boulevard, Tampa, Florida 33609

888.302.0899 | www.mgtconsulting.com

County of Inyo
Office of the Auditor Controller
Bid Tally Sheet
Project: SB 90 Claim Preparation

Name of Firm:	Amount	# of Years
MGT of America Consulting LLC	\$ 39,500.00	5



County of Inyo



Auditor-Controller

CONSENT - ACTION REQUIRED

MEETING: July 20, 2021

FROM: Christie Martindale

SUBJECT: Contract Services for Cost Allocation Plan Services

RECOMMENDED ACTION:

Request Board approve and award the contract for Cost Allocation Plan Services to MGT of America Consulting LLC of Sacramento, CA in an amount not to exceed \$40,250.00, for a term of July 20, 2021 to June 30, 2026, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Countywide cost allocation plans have been submitted for review and approval by the State Controller's Office since July 1, 1974. Since this time, each California county has been required to have received from the State Controller either a provisionally or a formally approved countywide cost allocation plan before any indirect costs or direct billings for central support services may be reimbursed by state and federal agencies.

All Cost Plans must be submitted to the State Controller at least six months prior to the fiscal year for which the plans are to be used. For example, the Cost Plan for Fiscal Year 2018-2019 (based on actual costs in Fiscal Year 2016-2017) used as estimated costs had to be submitted to the State Controller no later than December 31, 2017 (six months before the date the plans became effective).

The County of Inyo has worked with MGT of America Consulting LLC (MGT) to prepare the Cost Plan for the County. It is a complex process and their expertise is invaluable in the preparation of the plan to maximize reimbursement of costs.

A Request for Proposal was published and the County received 4 responses. MGT was the low bidder and the most qualified firm. The following is a list of the bidders:

Matrix Consulting Group - \$8,000 1 year contract
Maximus US Services Inc. - \$125,000 5 year contract
MGT of America Consulting LLC - \$40,500 5 year contract - **Successful Bidder**
Wildan Financial Services - \$17,980 1 year contract

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not approve the contract. This is not recommended because staff does not have the time to dedicate to calculating the cost plan. The Auditor's office spends a significant amount of time balancing, reconciling, and reviewing other departments data to send to the consultant for calculation. This separation of duties ensures we get the best quality product. The cost plan is a significant general revenues fund source.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved the contract.

FINANCING:

The costs of these services will be included in the Fiscal Year 2021-2022 Auditor-Controller Requested Budget, and subsequent budgets, under Professional Services 5265.

ATTACHMENTS:

1. 5 Yr Proposal (2021-2025)-Cost Plan MGT of America Consulting LLC
2. 5 Yr Contract (2021-2025)-Cost Plan MGT of America Consulting LLC
3. Certificate

APPROVALS:

Christie Martindale	Created/Initiated - 7/9/2021
Darcy Ellis	Approved - 7/12/2021
Christie Martindale	Approved - 7/12/2021
Marshall Rudolph	Approved - 7/12/2021
Amy Shepherd	Approved - 7/14/2021
Sue Dishion	Final Approval - 7/15/2021

PROPOSAL

JUNE 30, 2021

REQUEST FOR PROPOSALS



Submitted by:

J. BRADLEY BURGESS

EXECUTIVE VICE PRESIDENT

225 HARVARD STREET, SUITE 134

SACRAMENTO, CA 95815

916.443.3411

bburgess@mgtconsulting.com

COST ALLOCATION PLAN SERVICES

COUNTY OF INYO, CALIFORNIA

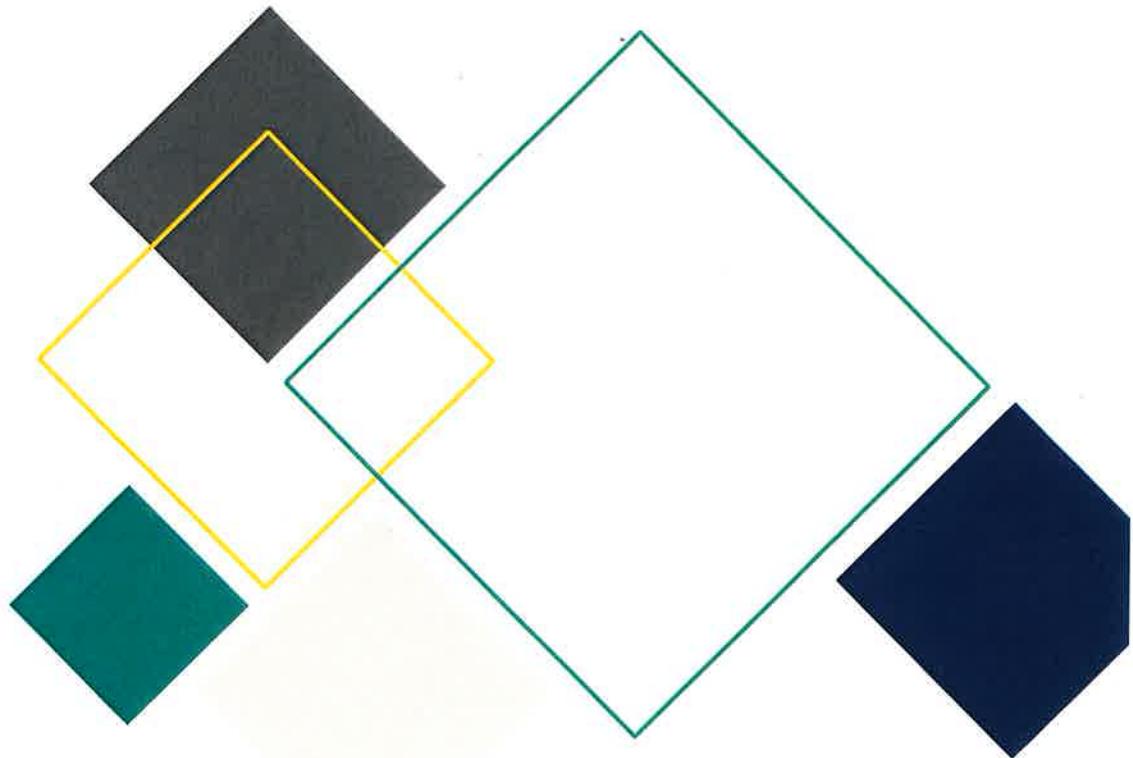


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COVER LETTER

June 30, 2021

Amy Shepherd, Auditor- Controller
County of Inyo- Board Clerk
224 N. Edwards Street
PO Box N
Independence, CA 93526

SUBJECT: COUNTY OF INYO COST ALLOCATION PLAN SERVICES

Dear Ms. Shepherd:

MGT of America Consulting, LLC (MGT) appreciates the opportunity to provide the County of Inyo (County) with this proposal for Cost Allocation Plan Services. MGT understands that the County is seeking a qualified consultant to:

- ◆ Review and make recommendations for improvement of its current 2 CFR Part 200 cost allocation plan,
- ◆ Work with Auditor-Controller staff to ensure that all County staff have an understanding of the uses of the Cost Plan, and
- ◆ Prepare the County's Cost Allocation Plan, to assist with calculating the fully burdened (direct plus indirect) costs of providing various County services.

Our firm offers the County solutions that will meet your specific objectives while providing the best overall value.

- ◆ **Finest Project Staff and Deepest Bench.** MGT has handpicked the finest consultants in the cost accounting field. No other single factor is as important as the professional staff providing the analysis and managing the project. Our staff understand what the plan is used for and its impacts. MGT is proposing Ms. Erin Payton as project manager for Inyo's Cost Allocation Plan. She has prepared the County's cost allocation plans for the past 11 years and has developed solid relationships with the Auditor-Controller's Office and a deep understanding of the County's organizational structure.
- ◆ **Experience & Familiarity with Inyo County.** For over 11 years, MGT has annually provided Inyo County accurate, transparent, understandable, and approved cost allocation plans and associated calculations. The same experienced, helpful and personable project team that has provided services these past years is proposed to provide services for 2021 and beyond. The County will continue to receive value-priced and exemplary cost allocation services by choosing to retain MGT. Additionally, MGT provides SB 90 claiming services to the County, further enhancing our understanding of the County's operations and needs.

COVER LETTER

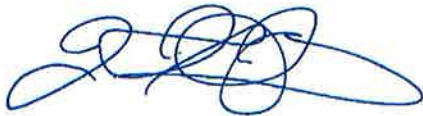
PROJECT CONTACT AND
AUTHORIZED TO
COMMIT THE FIRM

J. Bradley Burgess, Executive Vice President
2251 Harvard St., Ste. 134 | Sacramento, CA 95815
P: 916.443.3411 | Email: bburgess@mgtconsulting.com

We encourage you to visit our website, www.mgtconsulting.com, to learn more about MGT Consulting Group, MGT Financial Solutions' offerings, and to read several of our case studies to understand how MGT has benefited just a small sampling of our hundreds of clients throughout the years.

Please contact me if you have any questions or comments about this proposal at my direct line: **916.760.2483**, or at bburgess@mgtconsulting.com. This proposal is in response to the County's RFP and commits the firm to compliance with all terms and conditions prescribed by this RFP. This proposal is firm and irrevocable for a period of no less than 90 calendar days from the date of submittal. We look forward to being of service to the County of Inyo.

Sincerely,



J. Bradley Burgess

Executive Vice President, Financial Solutions
MGT of America Consulting, LLC

FIRM PROFILE

MGT History and Organization Structure

MGT of America Consulting, LLC (MGT) began operations in 1974 as a public sector research firm and has expanded its consulting capabilities and client offerings over the years. We are a national consulting firm specializing in **assisting public sector clients to operate more efficiently and effectively**. A significant portion of MGT's work is repeat business, reflecting a high level of customer satisfaction in our ability to provide exceptional professional services.

MGT is organized as a privately held, employee-owned and financially stable limited liability company with a deep roster of experienced cost allocation experts, support resources, and a commitment to serve the public. MGT is owned by the current and retired partners, principals, and consultants of the firm. The advantage of this ownership structure to our clients is that every member of the firm has a vested interest in the successful completion of every project, for every client. This ownership structure creates a mindset that permeates through every MGT owner: ***we change the communities we serve – for good.***

MGT has acquired a keen understanding of the structures, operations, and issues facing public agencies. This understanding comes from **over 47 years** of extensive experience providing financial and management consulting services to state and local governments, and the prior work experience of our consultants. We are not the biggest, oldest, or highest profile consulting firm; just the best for combining firm qualifications and consultants' cost allocation expertise with the needs of cities, counties, and state agencies.

Prior to working as consultants, many of our consultants worked in government agencies as managers and staff. This inside knowledge and understanding of government give our consultants an ability to hit the ground running from the very start of a project. MGT consultants understand what it means to work within constrained timelines, and the need to produce a product that concisely and clearly articulates findings and results.



FIRM AT A GLANCE

Name: MGT of America Consulting, LLC (MGT)

Founded: 1974

Locations: Headquarters in Tampa Florida; branch offices nation-wide

Staff: 260+ consultants with a deep roster of experienced cost allocation experts

Structure: Privately held, employee-owned, client-driven

Lines of Business: Government Consulting, Education and Financial Solutions, Diversity and Inclusion, Human Capital, Cyber Security and Technology

The Social Impact of MGT's Work



Defined by Impact



We truly understand the goals of this cost allocation plan project and how these processes impact the citizens of the County. By appropriately allocating central services department costs, the County complies with federal and state regulations, and ensures that general fund revenues are protected from unintentional subsidization of Enterprise or Grant operations and are available to provide the County's core services to its citizens. MGT is a service organization. Recognizing the end goals and the positive benefit that our work provides, and not treating these processes as a commodity, ensures that we are working towards a positive goal with our clients and producing the best possible outcomes.

- ▶ **Goals of this Project:** MGT will develop an effective cost allocation plan process, prepare a state/federally compliant plan, identify the full cost of County services for improved grant reimbursements and maximize administrative claiming or cost recovery on fees charged. These all drive the County's general financial health and its fiscal sustainability, both of which lead to many community benefits.
- ▶ **Clear Community Benefit:** Appropriately allocated central services ensure the County is in compliance with federal and state laws and appropriately uses general fund revenues so it has revenue to provide services to the public. Properly crafted cost allocation plans assist the County and ensure the organization meets its mission in providing services to the public. New facilities, new programs and enhancements to the community are all leveraged when the general fund is healthy and properly supported, which this MGT project will ensure. The end result is that this specific MGT project will help the County of Inyo better its community.
- ▶ **MGT—Dedicated to the Community:** We see the Inyo community as our community. MGT consultants have worked in the public sector and understand the challenges you face. We think in the long-term—for *relationships and solutions*. That is why we are deeply committed to helping you bring out the best in your community. Seeing lives improved is how we really measure our mutual success.

MGT Office Locations

MGT’s headquarters are in Tampa, Florida, with additional locations across the country. The project will be managed and staffed from our **Sacramento office**.

NATIONAL FIRM LOCAL FOCUS

ALABAMA
Montgomery

KANSAS
Wichita

OHIO
Columbus

CALIFORNIA
Sacramento | Pasadena
| Carlsbad

ILLINOIS
Chicago

TEXAS
Dallas

COLORADO
Denver

MASSACHUSETTS
Boston

VIRGINIA
Richmond

FLORIDA
Tallahassee | Tampa

MICHIGAN
Bay City

GEORGIA
Atlanta

NORTH CAROLINA
Raleigh



MGT is structured into several primary consulting divisions. The MGT Financial Solutions Group, consisting of **over 40 experienced costing consultants** will be responsible for completion of the project.

MGT MAJOR CONSULTING LINES OF BUSINESS



Government Consulting

Everything from an organizational analysis to a jail privatization study to a strategic plan to move an organization from reactive mode to proactive mode.



Diversity and Inclusion

Disparity research and diversity studies to provide an organization or community with a more equitable and inclusive environment.



Education Solutions

From student outcomes and performance, to operational effectiveness, our solutions have impacted more than 50 million students across the globe.



Financial Solutions

Our nationally-recognized experts help clients weather fluctuating market conditions and rising demands on their budgets using a variety of proven solutions.



Human Capital

Specializing in classification and compensation studies, this practice helps public agencies retain and attract the right talent.



Cyber Security and Technology

We help IT and Cyber leaders navigate and manage cyber threats through a Cyber Security Office program that provides an “a la carte” menu for customization.

The MGT Consulting Advantage



MGT offers an expert **impartial perspective** on organizational structure, processes, and practices. As an independent entity, our only vested interest is that of our clients; therefore, we apply our extensive experience to generating objective independent solutions to meet our client needs.



MGT leverages **best-of-breed data sources** to inform policy development and service delivery. Our team balances “gold standard” resources with our unique past performance lessons learned. MGT is committed to offering useful recommendations that achieve real results and is ever mindful of the practical and political realities the County may face.



MGT has an **extensive track record** of providing consulting services that are similar in scope to this project. Our solutions help the organizations we work with to more effectively and efficiently achieve their goals and serve constituents. We are committed to providing customized consulting services, objective research, creative solutions, and quality products that respond to each client's unique needs and time requirements.



MGT provides solutions which are **specifically tailored** to meet the needs of our clients. The MGT team has an impressive track record of providing customized solutions, objective research, creative recommendations, and quality products that respond to each client's unique needs and time requirements.

EXPERIENCE AND QUALIFICATIONS

MGT Cost Allocation Experience

MGT's Financial Solutions Group concentrates on cost allocation plans, grant preparation and support, indirect cost rate proposals, user fee studies, and internal service fund rate calculations. These have been our core service offerings in Financial Solutions since 2007, and our consultants have been leading innovators and practitioners in this field since the late 1980's. Constantly striving for better results and better customer service, our consultants have designed some of the most important new cost allocation methodologies and approaches in the marketplace.

MGT provides a wide range of cost allocation services, ranging from plan preparation for state and local agencies, negotiation of indirect cost allocation plans, to public assistance cost allocation narrative review, development, federal claiming assistance. Each year, MGT staff prepare and submit hundreds of plans and rates to state and federal authorities for review and approval, as illustrated in the map in **Exhibit 1**. Over the past two years, we have significantly invested in our team, adding senior level staff with decades of experience in preparing user fee studies and reviewing, developing, and implementing public assistance cost allocation plans. No firm, anywhere in the United States, has a better understanding of the guidelines set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200) and how it is carried out in practice.

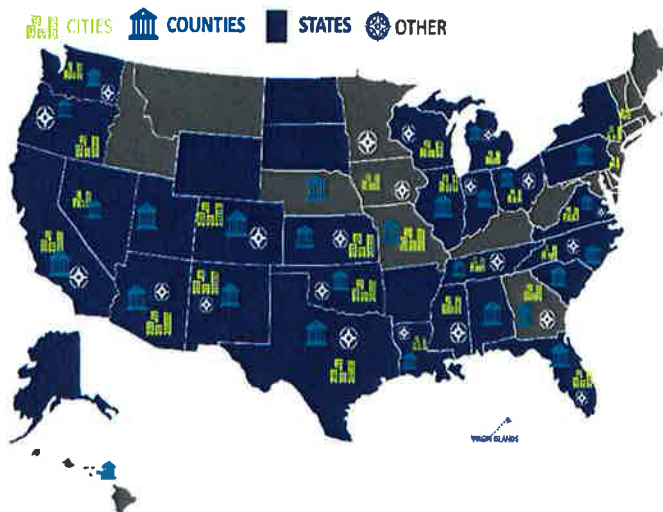


Exhibit 1. MGT's National Cost Allocation Experience

Our collective experience provides our clients the confidence that the work done by MGT will not only meet what is considered the "Best Practices" in their specific circumstance but will also meet the requirements set forth in the federal circular and required by their cognizant agencies. When Inyo County selects MGT, it gets access to all of the best practices gained from our national experience as well as our regional experience throughout California.

EXPERIENCE AND QUALIFICATIONS

In addition to our experience and technical expertise, one of MGT’s greatest strengths is our consultants’ ability to communicate effectively with our clients, from direct operational staff that provide cost plan services, up to managers, directors, and elected officials. We provide flexibility in the amount of time each level within our clients’ organizational structure wants to devote to each project while ensuring everyone involved in the effort understands the scope, objectives, and most importantly, the outcome(s).

MGT’s Specific Cost Allocation Expertise

The main goal of county indirect plans is to allocate centrally provided services to all benefitting departments in a fair and equitable manner. MGT prepares more county indirect cost allocation plans than any other firm in the United States. We have provided similar services to many comparable counties nationally, as well as a numerous cities throughout the nation. We understand jurisdictions like Inyo County and what it takes to have a successful engagement.

To fulfill our goal to be the industry leader in cost allocation, we have made significant staff investment in our cost allocation team. We have added senior staff who have decades of experience working with public assistance agencies across the country on these plans, across a wide array of public assistance programs, including Medicaid, child welfare, and income eligibility programs. Our experience in this area is unparalleled.



Cost Allocation Plan Specialists
Since 1974



We have prepared **2,000+** CAPs over the last 5 years



We prepare cost plans in **37 STATES**



70% of our consulting staff are former public sector leaders



Robust CAP Software includes comparison trends & management tools



40+ dedicated CAP consultants averaging **15+** years experience

Exhibit 2. MGT Cost Allocation Expertise

EXPERIENCE AND QUALIFICATIONS

MGT CALIFORNIA COST PLAN STUDIES

While our experience is varied and includes local governments in more than 37 states, our focus for this proposal is on cities and counties in *California*. MGT prepares cost allocation plans for 27 of California’s 58 counties.

CALIFORNIA CITIES	CALIFORNIA COUNTIES & DISTRICTS
Alameda	Alpine County
Anaheim	Amador County
Beaumont	Butte County
Bell Gardens	Calaveras County
Chula Vista	Del Norte County
Corona	El Dorado County
Dublin	Golden Gate Bridge, Highway & Trans District
Fresno	Humboldt County
Healdsburg	Inyo County
Industry	Lake County
Inglewood	Lassen County
La Mesa	Los Angeles County Housing Commission
Long Beach	Madera County
Moreno Valley	Marin County
Nevada City	Modoc County
Newport Beach	Mono County
Oakland	Napa County
Pasadena	Orange County
Rancho Cucamonga	Plumas County
Redlands	Port of Oakland
Richmond	San Bernardino County
Rohnert Park	San Joaquin County
Roseville	San Mateo County
Sacramento	San Mateo County Sheriff
San Jose	Santa Cruz County
Sanger	Sonoma County
Santa Ana	Stanislaus County
Santa Monica	Tuolumne County
Santa Rosa	Ventura County
Stockton	Yolo County
Suisun City	Yolo County Community Services
Turlock	Yuba County
Vallejo	
Windsor	
Yuba City	

EXPERIENCE AND QUALIFICATIONS

MGT NATIONAL COST PLAN STUDIES

MGT has prepared cost allocations for the following national clients within the last five years.

MGT COST ALLOCATION PLAN CLIENTS		
ALASKA		
Alaska Environmental Conservation		
ALABAMA		
Jefferson County Commission	Alabama DCNR	
ARIZONA		
City of Flagstaff	Coconino County	Arizona Attorney General
City of Mesa	Maricopa County Sheriff	Arizona Department of Forestry
City of Surprise		Arizona Forestry & Fire Mgmt
City of Yuma	Pinal County	Arizona Game & Fish
Cochise County	Yuma County	Arizona Office of the Governor
CALIFORNIA		
City of Alameda	City of Roseville	Lake County
City of Anaheim	City of Sacramento	Lassen County
City of Beaumont	City of San Jose	Los Angeles County
City of Chula Vista	City of San Marcos	Madera County
City of Clovis	City of Santa Ana	Marin County
City of Corona	City of Santa Clara	Modoc County
City of Daly City	City of Santa Monica	Mono County
City of Dublin	City of Santa Rosa	Napa County
City of Encinitas	City of Suisun	Orange County
City of Fremont	City of Turlock	Plumas County
City of Fresno	City of Vallejo	San Bernardino County
City of Healdsburg	City of West Covina Fire Dept	San Joaquin County
City of Industry	City of Yuba City	San Mateo County
City of La Mesa	Alpine County	San Mateo County Sheriff
City of Long Beach	Amador County	Santa Cruz County
City of Newport Beach	Butte County	Sonoma County Sheriff's Department
City of Oakland	Calaveras County	Stanislaus County
City of Pasadena	Del Norte County	Tuolumne County
City of Rancho Cucamonga	El Dorado County	Ventura County
City of Redlands	Humboldt County	Yolo County Community Services
City of Rohnert Park	Inyo County	Yuba County
City of Rohnert Park Public Safety	LA County Metro Transportation Authority	Golden Gate Bridge Highway & Transportation District
		Port of Oakland
COLORADO		
City of Boulder	Eagle County	Park County
City of Brighton	Elbert County	Pitkin County
City of Carson	Fremont County	Rio Blanco County
City of Colorado Springs	Garfield County	Routt County
City of Loveland	Gilpin County	Summit County
City of Rifle	Grand County	Teller County

EXPERIENCE AND QUALIFICATIONS

MGT COST ALLOCATION PLAN CLIENTS

City of Westminster	Gunnison County	City and County of Denver Fire Rates
Town of Castle Rock	Jefferson County	City and County of Denver Special Districts
Adams County	LaPlata County	City and County of Broomfield
Arapahoe County	Mesa County	City and County of Denver
Archuleta County	Moffat County	City and County of Denver Public Works
Boulder County	Montrose County	Colorado Dept of Public Safety
Crowley County	Otero County	Denver Environmental Health
Delta County	Ouray County	Denver Human Services
Douglas County		
FLORIDA		
City of Margate	Collier County	Pinellas County
Broward County	Martin County	Southwest Florida Water Management District
GEORGIA		
City of Atlanta		
HAWAII		
Kauai County		
ILLINOIS		
Boone County	Cook County	Rock Island County
DuPage County	Kane County	
INDIANA		
Blackford County	Jay County	Vermillion County
DeKalb County	Lawrence County	Warrick County
Delaware County	Montgomery County	Wayne County
Fountain County	Porter County	Whitley County
Jackson County		
KANSAS		
City of St. Marys	Sedgwick County	Kansas Department of Wildlife Parks and Tourism
City of Topeka	Kansas Corporation Commission	Kansas Department of Commerce
City of Wichita	Kansas Department of Labor	Unified Government of Kansas
Johnson County	Kansas Department of Wildlife	Unified Government of WYCO/KCK
LOUISIANA		
City of Alexandria	State of Louisiana	Jefferson Parish
City of Baton Rouge	State of Louisiana Division of Administration (OSRAP)	Lafayette Consolidated Government
City of Lake Charles	State of Louisiana HCM	Orleans Parish District Attorney
City of New Orleans	State of Louisiana Office of Technology Services	Rapides Parish
Louisiana Department of Transportation & Development	Baton Rouge Retirement System	Rapides Parish Police Jury
Louisiana Housing Corporation	East Baton Rouge Parish District Attorney	St. Charles Parish

EXPERIENCE AND QUALIFICATIONS

MGT COST ALLOCATION PLAN CLIENTS

Louisiana Office of Aircraft Services	Imperial Calcasieu Regional Planning & Development Commission (IMCAL)	St. Tammany Parish Government
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MARYLAND

Frederick County

MICHIGAN

City of Kalamazoo	Grand Traverse County FOC	Muskegon County
Alcona County	Grand Traverse County PA	Newaygo County
Alger County	Gratiot County	Oceana County
Alpena County	Hillsdale County	Ontonagon County
Arenac County	Houghton County	Osceola County
Baraga County	Huron County	Oscoda County
Barry County	Iosco County	Ottawa County
Bay County	Kalkaska County	Presque Isle County
Benzie County	Lapeer County	Roscommon County
Calhoun County	Leelanau County	Saginaw County
Cass County	Livingston County	Sanilac County
Cheboygan County	Luce County	Schoolcraft County
Clinton County	Manistee County	Shiawassee County
Crawford County	Marquette County	St. Clair County
Dickinson County	Mason County	St. Joseph County
Emmet County	Menominee County	Tuscola County
Gogebic County	Missaukee County	Van Buren County
Grand Traverse County	Montcalm County	Wexford County
	Montmorency County	American Public Power Association

MISSOURI

Clay County

NORTH CAROLINA

City of Fayetteville	Davie County	Nash County
City of Greenville	Duplin County	Pitt County
City of Hickory	Forsyth County	Randolph County
City of Salisbury	Greene County	Richmond County
City of Winston-Salem	Guilford County	Robeson County
Town of Cary	Harnett County	Rockingham County
Alleghany County	Hertford County	Rowan County
Cabarrus County	Hoke County	Stokes County
Camden County	Iredell County	Warren County
Catawba County	Lee County	Wilson County
Craven County	Lincoln County	North Carolina Dept of Environment & Natural Resources
Currituck County	McDowell County	North Carolina Housing Finance Agency
		State of North Carolina Department of Environmental Quality

NORTH DAKOTA

EXPERIENCE AND QUALIFICATIONS

MGT COST ALLOCATION PLAN CLIENTS	
WISCONSIN	
Walworth County	
TRIBAL GOVERNMENTS	
Moapa Band of Paiute Indians	
Navajo Nation	

References

MGT has an outstanding record of past performance. Our teams are composed of proven professionals with the goal of providing the best quality of service while meeting project schedules and budgets. Many of our clients have contracted with MGT for multiple projects or updates. Repeat business is the greatest testament to our commitment to customer service and client satisfaction. We encourage you to contact any of our references to learn of our professionalism, ability to meet timelines, and the expertise of our staff.

Mono County, CA Cost Allocation Plan	
Contact Person:	Ms. Janet Dutcher, Director of Finance
Phone Number:	760.932.5494
Email Address:	jdutcher@mono.ca.gov
Project Description: Cost Allocation Plan Services	

Butte County, CA Cost Allocation Plan	
Contact Person:	Ms. Meegan Jessee, Deputy Administrative Officer
Phone Number:	530.552.3312
Email Address:	MJessee@buttecounty.net
Project Description: Cost Allocation Plan Services	

EXPERIENCE AND QUALIFICATIONS

Marin County, CA | Cost Allocation Plan

Contact Person:	Ms. Anu Bagchi, Division Chief, Accounting/Payroll
Phone Number:	415.473.6173
Email Address:	ABagchi@marincounty.org

Project Description: Cost Allocation Plan Services

Plumas County, CA | Cost Allocation Plan

Contact Person:	Ms. Roberta Allen, Auditor/Controller
Phone Number:	530.283.6248
Email Address:	RobertaAllen@countyofplumas.com

Project Description: Cost Allocation Plan Services

Modoc County, CA | Cost Allocation Plan

Contact Person:	Ms. Stephanie Wellemeyer, Auditor-Clerk
Phone Number:	503.233.6207
Email Address:	stephaniewellemeyer@co.modoc.ca.us

Project Description: Cost Allocation Plan Services

PROJECT TEAM QUALIFICATIONS

Key Personnel and Expertise

While the qualifications and experience of a firm are important, perhaps more important are the qualifications and experience of the proposed project team. MGT has successfully implemented the team approach to most cost allocation projects. We assign multiple consultants to every complex cost allocation plan we prepare for the following reasons.

- ◆ To speed up the timeline of the project.
- ◆ To increase the quality of the results through diversity of experience and strengths.
- ◆ To provide redundancy in staffing to assure project milestones and deadlines are met even in the unforeseen, but potentially possible, event when a project consultant becomes ill or injured or otherwise unavailable.

There are **three primary benefits** to our proposed project team.



The **first**, and perhaps the greatest benefit, of the proposed project team is cost allocation experience with other organizations similar to the County that share common goals. Our consultants have an average of over 15 years of experience in preparing cost allocation plans and applying them to enterprise operations, and state and federal grant programs.



The **second benefit** is that the expertise of the team as a whole is greater than the sum of the team's parts. The proposed team members bring unique education, skills, and experiences from numerous local government cost allocation, user fee, management study, and performance review consulting engagements.



The **third benefit** is that by placing more than one expert on the project, all phases of the project are completed in a timely manner which results in an overall on-time project.

In addition to the proposed project team, MGT can draw from a deep pool of experienced cost allocation consultants to supplement the project as necessary. These consultants have unique skill sets such as performance measurements, performance management, and process improvement. These experts are available to assist the proposed project team as needed.

Project Staff Roles and Responsibilities

County of Inyo Project Officer

- **Ms. Christie Martindale, Assistant Auditor-Controller**

MGT suggests that the County appoint a single point of contact to serve as the Project Officer. The Project Officer will have primary responsibility and final authority over all activities, and he/she will provide project guidance and direction to the MGT team. The Project Officer will approve the contract, work plan, and final report. All project correspondence, progress reports, and final reports will be delivered to the Project Officer.

MGT Project Executive

- **Mr. J. Bradley Burgess, Executive Vice President**

The MGT Project Executive will be the primary person responsible for ensuring the resources to conduct the study are available from start to finish and that the team fulfills all contractual requirements, produces a quality report, and meets all project deadlines. The Project Executive is responsible for ensuring client success.

MGT Project Manager

- **Ms. Erin Payton, Director**

The MGT Project Manager is the main point of quality control, has final authority for the project and deliverables, and helps resolve conflicts over any project issues. The Project Manager will be responsible for the completion of the scope of services and the provision of all deliverables. She will be actively involved in all tasks of our work plan and the development of all deliverables. The Project Manager will lead client meetings and interviews and be responsible managing the project on a day-to-day basis including the delegation of tasks, scheduling and operations of the project, including data gathering, data summation, creating the cost allocation model, and meeting with County staff to gather information and to review interim reports.

MGT Consultant Team

- **Ms. Diana Hancock, Manager**
- **Ms. Christine Reynolds, Manager**
- **Ms. Sara Beemer, Manager**
- **Ms. Ellie Hennes, Consultant**

These individuals will work in close contact with MGT's Project Executive, Project Manager, and key County employees as appropriate, to customize and execute each work task and fulfill County's stated expectations. Under the supervision of the Project Manager and/or Project Executive, they will review, document, evaluate, and generate recommendations in accordance with each component of the work plan.

Project Team Organizational Chart



Resumes

More detailed project team resumes are included on the following pages.



J. BRADLEY BURGESS

Executive Vice President | Financial Solutions

MGT CONSULTING GROUP



Over the past 30 years, Mr. Burgess has become a trusted thought leader in governmental financial analysis and executive decision making. He is regularly retained by public sector leaders throughout the nation to provide advice and solutions for difficult or complex public policy matters. He has provided expert testimony to state legislators, and is an adept negotiator who has successfully negotiated with state and federal authorities on multi-million dollar audits and reviews. He has served as a corporate officer for the following consulting firms: MGT of America Consulting, LLC, MGT of America, Inc., Public Resource Management Group, LLC (founder), MAXIMUS, DMG-MAXIMUS, and David M. Griffith and Associates, Ltd.

Mr. Burgess has personally served over 190 cities, and 49 of the 58 counties in California during his 29-year consulting career. He has also personally provided consulting services to 19 of California's 20 largest counties. Mr. Burgess also has extensive port experience having worked directly with San Diego Port, Port of Oakland, Port of San Francisco, as well as others. He has consulted with such districts as Los Angeles Metro Transit, SF Muni, BART, Charlotte Transit, and Sound Transit in Seattle.

Recent projects include cannabis research and costing projects for the City and County of Denver, the State of Maryland and several counties in California. He also prepared the budget for Gary Indiana School Corporation as part of the Emergency Management Team hired by the State of Indiana in 2017.

Areas of Expertise

- ◆ Trusted advisor to public executives
- ◆ Public leadership / policy alignment
- ◆ Strategic analysis
- ◆ Project management
- ◆ Budgeting
- ◆ Cost-of-service analysis
- ◆ Public and private entrepreneurship
- ◆ Expert witness
- ◆ Audit preparation and defense
- ◆ Organizational transformation

Education

Master of Public Policy Studies, University of Chicago, Harris School of Public Policy
Bachelor of Journalism, University of Missouri

Professional Experience

MGT of America Consulting, LLC, *Executive Vice President, MGT Board of Directors, 2007 - present*

MGT of America, Inc, *Senior Partner*

Public Resource Management Group LLC, *Founding Partner*

MAXIMUS, Inc., *Vice President*

DMG-MAXIMUS, Inc., *Vice President*

David M. Griffith & Associates, LTD., *Vice President, Director, Manager, Senior Consultant*

State of Illinois, Bureau of the Budget, Department of Transportation, *Budget Analyst,*

Leadership Expertise

Mr. Burgess is an Executive Vice President at MGT Consulting and serves on the firm's Board of Directors. He is also the national manager responsible for MGT's Financial Solutions Division. Mr. Burgess was one of three founding partners of Public Resource Management Group (PRM). PRM became the fastest growing local



J. BRADLEY BURGESS

Executive Vice President | Financial Solutions

MGT CONSULTING GROUP

government costing services practice in the nation. During his tenure with DMG and Maximus, Mr. Burgess was responsible for the large, multi-million local government consulting practice, with over 40 professional consultants, and over 400 clients served per year. In addition to state claiming and federal grant assistance, additional representative consulting studies include appropriation limitation studies, indirect cost rate proposal preparation, full cost and 2 CFR Part 200 federal cost allocation plans, user fee studies, development impact fee analysis, and legislative analysis.

Pertinent Statewide Experience

Mr. Burgess served as the Associate Director of the California Cities SB 90 Service and the California State Association of Counties SB 90 Service. In this capacity, Mr. Burgess worked on behalf of all California local agencies to reach resolution on statewide issues such as the Open Meetings Act impasse; developing unit costs for several current mandates; and has assisted agencies such as San Francisco, Santa Barbara County, Orange County, Santa Clara County, Sacramento County, Monterey County, Marin County and San Mateo County, as well as large municipalities such as Los Angeles, Oakland and Sacramento to defend SB 90 claims under audit by the California State Controller. Mr. Burgess has also represented local agencies before the California Legislature, the Commission on State Mandates and the Bureau of State Audits. Additionally, Mr. Burgess has provided over 35 statewide training sessions on cost accounting theory, and presentations to over 20 state associations.

Professional History

Mr. Burgess has a broad background in government, public policy, and journalism. For three years, he edited and published a monthly professional magazine for the University of Missouri. Mr. Burgess was the IDOT budget analyst for Governor Thompson in the State of Illinois, and a consultant for Continental Illinois National Bank in Chicago. Mr. Burgess was a journalist for a daily newspaper in Kansas City, and had professional projects in Egypt, Israel and Saudi Arabia.



ERIN PAYTON

Director | Financial Solutions

MGT CONSULTING GROUP

Ms. Payton is a Director with MGT's Financial Solutions Group and has been performing governmental cost-of-service studies for over 34 years. She has a background in local government consulting focusing on cost allocation development, user fee rate calculations, and jail rate studies and is recognized as one of the country's leading experts on cost of service analysis.

Ms. Payton has been instrumental in developing numerous cutting-edge analytical tools to define governmental costs and revenue enhancement opportunities, including MGT's proprietary cost allocation software (MGTCAP), and several iterations of Excel-based cost-of-service models.

Ms. Payton has directly participated in and managed hundreds of cost of service studies for local agencies ranging in population size from a few thousand to several million.



Areas of Expertise

- ◆ Government Cost Allocation Plans (2 CFR Part 200)
- ◆ Indirect Cost Rate Proposals
- ◆ Full Cost Allocation Plans (GAAP)
- ◆ Cost of Service Analysis
- ◆ User Fee Studies
- ◆ Jail Per Diem Rate Studies

Education

Bachelor of Arts; English, History, and Environmental Studies; University of California at Santa Barbara

Professional Experience

MGT of America Consulting, LLC, *Director, 2007-Present*

Public Resource Management (PRM), *Senior Manager*

David M. Griffith & Associates (DMG), *Director*

Project Management and Consulting Expertise

Subject Matter Expert

Ms. Payton has worked on more than 600 projects over the course of her consulting career. She works both independently and as part of a team. She has a depth and breadth of knowledge of cost allocation and cost-of-service analyses that is unmatched outside of MGT. She has been an innovator in designing cost-of-service analyses and has successfully negotiated federal and state audits of cost allocation and rate studies on behalf of her clients.

Mentor/Manager

In addition to independently performing hundreds of consulting projects, Ms. Payton has managed and mentored consultants throughout her career. She works both as a teammate and project manager on many larger projects and works to ensure her colleagues develop an understanding of the services we offer, how best to provide these services, and how to understand and respond to our client's needs.

Client Relationships

Ms. Payton develops strong relationships with her clients, resulting in a long list of annuity clients. The majority of her clients are multi-year clients, and she has worked with more than 20 of them for more than five years (and in most cases for more than 10 years). She works with clients at all levels to ensure an understanding of the results of the analysis, the fundamental value of the study, as well as some of the more intangible benefits of having cost analyses studies performed.



ERIN PAYTON

Director | Financial Solutions

MGT CONSULTING GROUP

Representative Clients

Cities

- City of Flagstaff, AZ
- County of Coconino, AZ
- County of Pinal, AZ
- City of Alameda, CA
- City of Burbank, CA
- City of Calexico, CA
- City of Calistoga, CA
- City of Camarillo, CA
- City of Campbell, CA
- City of Chino Hills, CA
- City of Chula Vista, CA
- City of Compton, CA
- City of Culver City, CA
- City of Cupertino, CA
- City of Daly City, CA
- City of Danville, CA
- City of El Centro, CA
- City of Emeryville, CA
- City of Encinitas, CA
- City of Fairfield, CA
- City of Fresno, CA
- City of Healdsburg, CA
- City of Hermosa Beach, CA
- City of Huntington Beach, CA
- City of Inglewood, CA
- City of La Habra, CA
- City of La Mesa, CA
- City of La Mirada, CA
- City of Long Beach, CA
- City of Los Gatos, CA
- City of Manhattan Beach, CA
- City of Milpitas, CA
- City of Mission Viejo, CA
- City of Morgan Hill, CA
- City of Napa, CA
- City of Newport Beach, CA
- City of Norco, CA
- City of Ontario, CA
- City of Oxnard, CA
- City of Pasadena, CA
- City of Pittsburg, CA
- City of Port Hueneme, CA
- City of Rancho Cucamonga, CA
- City of Redlands, CA
- City of Redondo Beach, CA
- City of Richmond, CA
- City of Riverside, CA
- City of Roseville, CA
- City of Sacramento, CA
- City of San Diego, CA
- City of San Jose, CA
- City of San Luis Obispo, CA
- City of San Marcos, CA
- City of Santa Barbara, CA
- City of Santa Clara, CA
- City of Santa Monica, CA
- City of Santa Rosa, CA
- City of South San Francisco, CA
- City of St Helena, CA
- City of Suisun City, CA
- City of Sunnyvale, CA
- City of Temecula, CA
- City of Torrance, CA
- City of Vallejo, CA
- City of Ventura, CA
- City of Visalia, CA
- City of Watsonville, CA
- City of Wheatland, CA
- City of Whittier, CA
- City of Woodland, CA
- City of Hillsboro, OR
- City of Lake Oswego, OR
- City of Medford, OR
- City of Salem, OR
- City of Houston, TX
- City of Bainbridge Island, WA
- City of Issaquah, WA
- City of Kennewick, WA
- City of Kirkland, WA
- City of Ocean Shores, WA
- City of Shoreline, WA
- City of Spokane, WA
- City of Tacoma, WA

Counties and Districts

- County of Butte, CA
- County of Inyo, CA
- County of Lake, CA
- County of Lassen, CA
- County of Los Angeles Environmental Health, CA
- County of Madera, CA
- County of Marin, CA
- County of Modoc, CA
- County of Mono, CA
- County of Monterey, CA
- County of Napa, CA
- County of Orange, CA
- County of Placer, CA
- County of Plumas, CA
- County of Riverside, CA
- County of San Francisco, CA
- County of San Luis Obispo, CA
- County of San Mateo, CA
- County of Santa Barbara, CA
- County of Ventura, CA
- County of Yolo, CA
- District of Golden Gate Bridge, CA
- District of Port of San Diego, CA
- County of Fulton, GA
- County of Johnson, KS
- County of Clackamas, OR
- County of Clatsop, OR
- County of Lane, OR
- County of Morrow, OR
- County of Multnomah, OR
- County of Tillamook, OR
- District of Portland Development Commission, OR
- County of Snohomish, WA
- County of Spokane, WA
- County of Thurston, WA

PROJECT TEAM QUALIFICATIONS



DIANA HANCOCK

Manager | Financial Solutions

MGT CONSULTING GROUP

Ms. Hancock has more than 15 years of professional experience in government operations. She has worked with city, county, state, special district, joint powers authority government agencies on cost accounting and state mandated cost claiming projects during her consulting tenure. She brings her professional expertise in all areas of project management, cost analysis, and document development in order for her clients to have a successful project engagement.



In addition to her direct work on her consulting engagements, Ms. Hancock has experience with contract administration, proposal writing and coordination, risk analysis report preparation, and coordinating client workshops. Prior to working at MGT, she was a supervisor of the administration department for CA Health Care Options project, where she successfully reduced staff costs by restructuring functions, eliminating redundancies, and properly training and cross-training staff.

AREAS OF EXPERTISE

- ◆ User Fee / Cost of Service Studies
- ◆ 2 CFR Part 200 and Full Cost Allocation Plan Services
- ◆ Indirect Cost Rate Proposals (ICRP) and Analysis
- ◆ Animal Services Department Fee Studies
- ◆ California State Mandate Reimbursement (SB 90)
- ◆ Grant Program Requirements, Tracking and Training
- ◆ Full-Cost Calculations of any government service/activity
- ◆ Project Management

EDUCATION

Project Management, West Valley College, Saratoga, CA
California Real Estate License

PROFESSIONAL EXPERIENCE

MGT of America Consulting, LLC, *Senior Consultant, 2008 - present*
MAXIMUS, Inc., *Senior Consultant, Project Supervisor*
Hewlett-Packard, *Project Manager*

USER FEE STUDY ANALYSIS

Ms. Hancock has worked with numerous cities and counties in California providing user fee study analysis. She has provided expert analysis and guidance to assist her clients to recover their full cost for fee related activities within California Prop. 218 and other state and federal laws.

COST ALLOCATION AND INDIRECT COST RATE SERVICES

Ms. Hancock has worked with agencies in California to prepare their 2 CFR Part 200 and Full Cost Allocation Plans. In addition, she has prepared and reviewed indirect costs rate proposals for California cities and counties in order to recover the full costs of select programs or activities, generating additional city or county general fund revenue.

STATE MANDATE REIMBURSEMENT SERVICES

Ms. Hancock manages and participates on 40 projects each year while generating unrestricted general fund revenue for clients because of her expertise. Her consulting with these counties and cities results in annual and initial mandated cost claiming reimbursements of over \$34 million for those local government agencies.



DIANA HANCOCK

Manager | Financial Solutions

MGT CONSULTING GROUP

She helps maximize state mandated cost recovery, evaluates compliance activities, audit best practices, and conducts training sessions with department staff.

CLIENT SERVICE HIGHLIGHTS

Animal Service Studies

Ms. Hancock has performed comprehensive cost analyses for animal services departments for several counties and cities. Highlights include:

- ◆ Conducted an in-depth study of the **Los Angeles County Animal Care and Control Department's** actual cost structure and current billing methods. By questioning assumptions and re-tooling billing models, MGT enabled Los Angeles County to recommend increasing cost recovery from 30% to 70% from its 49 contract agencies.
- ◆ Conducted an in-depth review and study of **Maricopa County's Department of Animal Care and Control's** contract agency billing methodology for the purposes of full cost recovery of their field services. As part of the final deliverable presented the County with a customizable pricing model.
- ◆ Analyzed cost of fees for **El Dorado County's Animal Services** Division of Health and Human Services. In addition to analyzing full cost of existing fees, MGT recommended adding nine new fees including spay/neuter and animal disposal fees. Recommended fee adjustments would result in \$4,000 increase in revenue.
- ◆ Analyzed the cost of fees for **Butte County's Animal Control Division** of Public Health Department as part of a county-wide fee study. MGT's recommendations would result in 29% increase in animal control activity fees/revenue.

REPRESENTATIVE CLIENTS

- ◆ Los Angeles County, Department of Animal Care and Control, Fee Study
- ◆ Maricopa County, Department of Animal Care and Control, Fee Study
- ◆ Butte County, User Fee Study (7 depts including Animal Control)
- ◆ El Dorado County Health and Human Services Agency, User Fee Study (Animal Services)
- ◆ City of Santa Monica, User Fee study (7 depts including Animal Control)
- ◆ City of Corona, User Fee Study (7 depts including Animal Control)
- ◆ City of Pasadena, Cost Allocation Plan and State Mandate Reimbursement (SB 90)
- ◆ City of Healdsburg, User Fee Study
- ◆ Calaveras County Building, Safety and Code Enforcement, User Fee Study
- ◆ City of Rancho Cucamonga, Cost Allocation Plan
- ◆ City of Dublin, User Fee Study
- ◆ Yolo County Planning, Building, and Engineering, User Fee Study
- ◆ City of San Marcos, User Fee Study
- ◆ City of Irvine, State Mandate Reimbursement (SB 90)
- ◆ City of Santa Rosa, State Mandate Reimbursement (SB 90)
- ◆ City of Santa Ana, State Mandate Reimbursement (SB 90)
- ◆ City of Manhattan Beach, State Mandate Reimbursement (SB 90)
- ◆ City of Lancaster, State Mandate Reimbursement (SB 90)
- ◆ City of Redondo Beach, State Mandate Reimbursement (SB 90)
- ◆ City of San Jose, State Mandate Reimbursement (SB 90)



CHRISTINE M REYNOLDS

Manager | Financial Solutions

MGT CONSULTING GROUP

Ms. Christine Reynolds is a Manager with MGT’s Financial Solutions Division and has more than 20 years of professional experience in consulting, specializing in government operations. She is a dedicated professional with an outstanding track record in providing state mandated reimbursement (SB90) services and cost allocation plan services to cities, counties, state agencies, special districts and school districts throughout California. Her wide range of experience, along with her exceptional organizational and interpersonal skills, makes her a significant asset to every one of her projects.



Prior to joining MGT, Ms. Reynolds served as a Senior Consultant with MAXIMUS, Inc. where she provided project leadership, mandate expertise and training workshops to her clients. As the lead project manager for many local agencies she helped maximize state mandated cost recovery, evaluated compliance practices and established tracking processes to comply with the State Controller’s document requirements.

Areas of Expertise

- ◆ State Mandate Reimbursement (SB90)
- ◆ 2 CFR Part 200 Cost Allocation Plan Services
- ◆ Indirect Cost Rate Proposals and Analysis
- ◆ Cost, revenue and forecast analysis
- ◆ State financial reports for local agencies
- ◆ California SB 90 training workshops
- ◆ Training on MGT Software for cost allocation plans
- ◆ Proposal and contract development

Education

Project Management, Western Nevada College, Fallon, NV

Professional Experience

MGT of America Consulting, LLC, *Manager, 2007 - present*

MAXIMUS, Inc., *Senior Consultant*

David M. Griffith & Associates (DMG), *Analyst*

Subject Matter Expertise

Ms. Reynolds has managed the completion of cost allocation plans for a wide range of local government clients. She has developed expert knowledge in the rules and regulations of 2 CFR Part 200. In addition, she has prepared and reviewed indirect costs rate proposals for California counties in order to recover additional project revenue.

Ms. Reynolds has provided State Mandate Reimbursement (SB 90) services since 2008. She has provided project leadership, mandate expertise, training, and audit assistance to counties, filing hundreds of claims throughout her career. She brings industry knowledge and insight to each of her SB 90 engagements.

Representative Clients

- ◆ Santa Clara County (SB90)
- ◆ Sacramento County (SB90)
- ◆ Yuba County (SB90)
- ◆ Alpine County (Cost Plan and SB90)
- ◆ Amador County (Cost Plan and SB90)
- ◆ Tuolumne County (Cost Plan)
- ◆ San Bernardino County (Cost Plan)
- ◆ Mono County (Cost Plan and SB90)
- ◆ El Dorado County (Cost Plan and SB90)
- ◆ Humboldt County (Cost Plan)
- ◆ Lake County (Cost Plan)
- ◆ Stanislaus County (Cost Plan)
- ◆ Santa Cruz County (Cost Plan)
- ◆ San Joaquin County (Cost Plan)



SARA BEEMER

Manager | Financial Solutions
MGT CONSULTING GROUP

Ms. Beemer has over fourteen years of professional consulting experience working with local governmental agencies. She is a Manager assigned to the MGT Financial Services in our West Coast division. Prior to her consulting career, she worked for five years in local government agencies and worked on the city side of costing service projects during those years. While working for the City of Claremont Finance Department, Ms. Beemer prepared auditing schedules, assisted with the preparation, development and analysis of the Budget, assisted in the preparation of monthly financial reports, prepared and verified financial results, notes, statistical information, and formats for the city's Comprehensive Annual Financial Report (CAFR).



As an Senior Administrative Analyst with the City of Redondo Beach Police Department, Ms. Beemer was responsible for budget preparation; and monitoring, analyzing, and the approval of all budget and grant expenditures. She also served as the financial liaison to city departments and grantor agencies.

Areas of Expertise

Ms. Beemer's local government and consulting experience, has given her the knowledge and experience of governmental budgeting, finance, accounting and operations; generally accepted accounting principles and costing principles. The following are the types of projects she has managed and/or participated on:

- ◆ Development of cost allocation plans (CAPs) in accordance with generally accepted accounting principles (GAAP).
- ◆ Development of CAPs in accordance with federal principles.
- ◆ Assisting agencies in maximizing general fund cost recoveries from federally funded programs, enterprise and special revenue funds, and other non-general fund sources.
- ◆ Development and negotiation of indirect cost rate proposals (ICRPs).
- ◆ Development of activity based cost of service and user fee studies.
- ◆ Development and negotiation of charge-back rate methodologies and rates.

Ms. Beemer has worked with agencies and developed several cost allocation plans, indirect cost rate proposals (ICRPs) and user fee studies.

Education

Bachelor of Science, Finance, California State University, Fullerton

Work Experience

MGT of America Consulting, LLC, Manager, August 2007 - Present

PRM, Consultant

City of Redondo Beach, CA, Administrative Analyst

City of Claremont, CA, Analyst

Client Service Highlights

City of Vallejo

Ms. Beemer has prepared the **City of Vallejo's** full cost allocation plan, 2 CFR Part 200 cost allocation plan, indirect overhead rates, additional overhead rate calculations that conform with Caltrans requirements and a Water Fund cost allocation plan for the last ten years. Their Federal Cognizant Agency, the U.S. Department of Housing and Urban Development (HUD) has approved the City's 2 CFR cost plans and indirect cost rates.



SARA BEEMER

Manager | Financial Solutions
MGT CONSULTING GROUP

The City was having difficulties getting buy-in on the cost allocation plan methodology and results from residents of Community Facilities Districts and Landscape Maintenance Districts. Previous meetings and written communications with the residents had not proven effective. This challenge was solved when Ms. Beemer was invited to attend the meeting and explain the methodology and results to the residents. Her presentation was well-received and resulted in the residents accepting the plan results.

Yuba County Cost Allocation Plan

Over the last few years, the County restructured their organization, including departments that were transitioning Internal Service departments. Ms. Beemer has prepared **Yuba County's** annual 2 CFR Part 200 cost allocation plans for the past nine years. The County's organization changes impacted the cost allocation plan, which had to be adjusted because those departments previously had their costs allocated through the cost plan but were now Internal Service Funds. Ms. Beemer created a customized report to indicate previous cost plan charges and the department's future transition as a grantee to ensure full recovery of appropriate costs. During this process, Ms. Beemer worked directly with the California State Controller's Office to walk them through the report and explain the adjustments and get the customized plan approved for Yuba County, as well as for and other counties that had similar transitions.

City of Rancho Cucamonga – Cost Allocation Plan

When the City needed assistance in handling the overhead for the City's Special Districts about three years ago, Ms. Beemer developed a specific methodology to allocate administrative costs for the Special Districts. Since then, For the past seven years, Ms. Beemer has prepared the **City of Rancho Cucamonga's** full cost allocation plans and the 2 CFR Part 200 cost allocation plans. In addition, the City requested assistance in about three years ago. Ms. Beemer has developed a cost allocation plan specifically for the allocation of and this has since then been one of the services included in the annual project for the City.

During the last couple of years, the City has had several staff transitions of those who were directly involved with the management of the cost allocation plan for the City side of the project. The transitions have been smooth due to the great relationship that Ms. Beemer and the City staff have established. The success of this annual project is due to the communication and the efforts to ensure that there is an understanding of the process of the development of their cost plan and the thorough evaluation of the results of the cost plans each year.



ELLIE HENNES

Consultant | Financial Solutions

MGT CONSULTING GROUP

Ellie Hennes is a dedicated consultant with a demonstrated pattern of success in her young career. Prior to joining MGT, Ms. Hennes has demonstrated her excellent analytical and communication skills as evident through success throughout her educational career as well as previous roles in the financial industry and public sector. Ms. Hennes work primarily focuses on cost allocation plans and jail rate studies. Ms. Hennes received her Master of Business Administration from Purdue University Global.



Education

Master of Business Administration, Purdue University Global, 2020
 Bachelor of Arts, Communication, University of Colorado-Denver, 2017

Professional Experience

MGT of America Consulting, LLC, *Consultant, 2018 – present*
 ALPS Fund Services, *Mutual Fund Accountant*
 Youth Advocate Programs, Inc., *Youth Advocate*
 Colorado State University Extension, *AmeriCorps Member*
 U.S. Food & Drug Administration, *Administrative Support*
 T. Rowe Price, *Adjustment Associate*

Client Service Highlights

Cost Allocation | Town of Castle Rock, CO

Ms. Hennes completed both federal and full cost allocation plans for the Town of Castle Rock, Colorado. Ms. Hennes managed the project to allow for several changes initiated by Town personnel while ensuring consistent communication to educate Town personnel new to the cost allocation plan process. The cost allocation plan is used to bill the Town’s Community Center indirect costs to the General Fund.

Cost Allocation | La Plata County, CO

Ms. Hennes most recently engaged with La Plata County to complete a 2 CFR Indirect Cost Allocation Plan to submit to the State of Colorado for a reimbursement of indirect costs allocated to the Human Services Fund. As a result of MGT’s guidance and the completed cost allocation plan, the county expects to receive a reimbursement of \$234,000.

Cost Allocation | City of Farmington, NM

Ms. Hennes worked with the City of Farmington, NM to complete a Full Cost Allocation Plan primarily to charge enterprise funds, and specifically the Electric Fund, for indirect costs. The General Fund is able to recover nearly \$2.6 million from the Electric Fund for their portion of the citywide indirect costs.

Relevant Project Experience

- Adams County, CO | Cost Allocation Plan
- Archuleta County, CO
- Broomfield County, CO | Cost Allocation Plan
- Elbert County, CO
- Crowley County, CO | Cost Allocation Plan
- Rio Blanco County, CO
- Denver County, CO | Cost Allocation Plan
- La Plata County, CO
- Gilpin County, CO | Cost Allocation Plan
- Town of Castle Rock, CO
- Jefferson County, CO | Cost Allocation Plan
- Moffat County, CO
- Otero County, CO | Cost Allocation Plan
- City of Farmington, NM
- Park County, CO | Cost Allocation Plan
- Summit County, CO | Cost Allocation Plan

PROJECT UNDERSTANDING, APPROACH AND METHODOLOGY

Cost allocation plans are essential tools for municipal fiscal management. Well-documented and defensible plans are essential for our clients to recover indirect administrative costs in a variety of internal and external contexts. Not only is MGT a nationally recognized specialist in developing cost allocation plans and assisting our clients with cost allocation plan implementation, MGT has been successfully providing these services to Inyo County for the past 11 years. This familiarity of the County's infrastructure will allow our team to hit the ground running on this project. Our effort will allow the County to account for the actual cost of providing services and to calculate hourly staff rates that will recover all allocated costs using a clear, equitable and defensible method that complies with state and federal regulations.

MGT's cost allocation plans provide our clients with exceptional financial and managerial information. Examples of useful and meaningful information that can be extracted from the plan reports include:

- ◆ Compliant documentation for state or federal reimbursement
- ◆ Defensible interfund transfers
- ◆ Establishing user fees and hourly billing rates
- ◆ Identification of administrative expense

Cost Plans - Comparing the Two Types of Plans

Full Cost vs. Federal Cost Allocation Plans: Cost allocation plans are a series of complex calculations that require an understanding of a jurisdiction's financial reports, administration structure, and operational services and programs. These calculations are typically presented in two types of plans: a **Full Cost** plan and a **Federal Cost Allocation Plan** that conforms with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located at 2 CFR Part 200 (Formerly OMB Circular A-87). It is possible to use the latter for all costing purposes, but in certain cases, an agency would not maximize its revenue recovery by using this plan. To fully calculate the cost of county services, a county may consider a Full Cost Allocation plan. However, if the calculations from the CAP are to be used for federal or state reimbursement, the plan prepared in accordance with 2 CFR 200 CAP is the document typically required. Simply put, the Full Plan allocates all costs incurred without regard to the allowability of the costs, thus providing the total cost of providing services. Recovery of costs then depends on the actual source of cost recovery.

Local agencies provide services that include administrative and support expenditures which may not be allowable for federal reimbursement. These expenditures, however, are appropriate for allocation under GAAP principles and guidelines. The allocation methodology using all costs is often referred to as a **Full Cost allocation plan**. It can be generalized that a Full Cost allocation plan is applicable for internal purposes such as recovering indirect costs from enterprise funds, special revenue funds and other funds, as well as included in establishing user fees, permits and applications, billing rates, hourly rates and costs of special services. Inyo County has not requested a Full Cost Plan be prepared as part of this

engagement; this information is provided simply for understanding the different uses of each type of plan.

Using federal guidelines, which are now codified in the Code of Federal Regulations (CFR) part 200, local governments may be reimbursed for administrative and support expenditures if they are documented in a cost allocation plan and indirect cost rates that are compliant with the principles contained in the Circular. Generally, **2 CFR Part 200 compliant (or Federal) cost allocation plans** are more restrictive than Full Cost plans, include fewer allowable indirect costs, and apply to external purposes such as recovering indirect costs on federal and state grants and awards.

The table below, in **Exhibit 3**, describes the objectives, typical uses and considerations associated with both types of cost allocation plans.

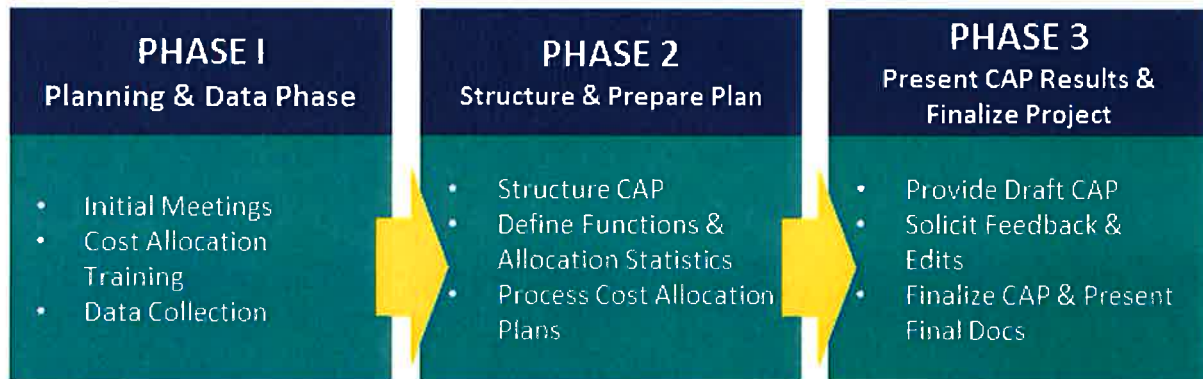
COMPARISON OF COST ALLOCATION METHODOLOGIES			
PLAN TYPE	OBJECTIVES	TYPICAL USES	CONSIDERATIONS
FULL COST	<ul style="list-style-type: none"> Identify the true costs of administering all city departments, divisions and programs. Justification for charging the proportional cost for city administration and support to internal sources, or external sources in the case of billing rates and user fees. Typically result in 15% higher returns than 2 CFR Part 200 plans. 	<ul style="list-style-type: none"> Charging non-General Fund funds for administrative and support services. Recovering countywide administrative and support costs in hourly and billing rates. Recovering countywide administrative and support costs in use fees and rates. Budgeting and resource allocations. 	<ul style="list-style-type: none"> Administrative and support costs allowable under GAAP. Plan conforms to 2 CFR Part 200 principles but is not as restrictive. Is not submitted for review to a cognizant agency. Basis for transfer of dollars from non-GF to the General Fund.
2 CFR PART 200	<ul style="list-style-type: none"> Identify administrative costs allowable under 2 CFR Part 200 and distributing those costs on an equitable basis. Charging admin and overhead costs to grants, claims and other uses that specifically require 2 CFR Part 200 use. 	<ul style="list-style-type: none"> Charging overhead costs to federal grants. Charging overhead costs to state grants and SB 90 claims. Provides a conservative view of citywide administrative and support costs. 	<ul style="list-style-type: none"> If this type of plan is used for grant or claim use, 2 CFR Part 200 requires that an annual plan be prepared. Maybe reviewed by a cognizant agency.

Exhibit 3. Comparison of Cost Allocation Methodologies

Proposed CAP Work Plan

Organized Phased Approach to CAP

The following work plan has been refined over many years to provide a methodology that produces MGT's cost allocation plans with minimal disruption to our client's workloads. Following are the steps involved with preparing a 2 CFR Part 200 cost allocation plan. This is a draft schedule which can easily be modified depending on the County's direction.



PHASE 1 PLANNING & DATA PHASE

TASK 1.0: CONDUCT INTRODUCTORY TRAINING SESSION WITH ALL RELEVANT PERSONNEL

Conduct an initial meeting and re-introduce ourselves to key County personnel and project stakeholders. Agenda items for these meetings or presentations could include:

- ◆ Review the project scope, objectives, and schedule.
- ◆ Review available financial and allocation data.
- ◆ Summarize the purpose for calculating the cost allocation plans.
- ◆ Review example summary reports produced by the project.
- ◆ Discuss example applications produced by the project.
- ◆ Review and confirm the federal and/or state requirements.
- ◆ Address potential areas for additional direct or indirect cost recovery.

TASK 2.0: REVIEW THE COUNTY'S ORGANIZATIONAL STRUCTURE

Review the County organizational structure and prior year cost allocation plans and associated data to determine appropriateness and to identify alternatives which may favorably impact indirect cost recoveries.

TASK 3.0: COLLECT BASIC FINANCIAL AND OPERATIONAL DATA

Collect and review data such as organization charts, expenditure statements, budgets, personnel counts, salary reports, and transaction statistics. Project consultants will work with County personnel to develop and gather the needed data in the most efficient way possible. The review of this data will provide the structure for the cost allocation plans including the determination of allocating and receiving departments.

TASK 4.0: EVALUATE EXISTING METHODOLOGIES AND DEVELOP POSSIBLE RECOMMENDED MODIFICATIONS

Based on the information gathered in Task 3.0 and the data received from all prior steps, MGT will evaluate the County's existing methodology for each central service department and identify areas for improvement. Improvements may include methodology changes, different ways of summarizing data for allocation, or different calculation methods.

PHASE 2 STRUCTURE & PREPARE PLAN

TASK 5.0: DEVELOP COST PLAN STRUCTURE & DISTRIBUTE CENTRAL SERVICE DEPARTMENT COSTS INTO FUNCTIONS

Using the County organizational structure, budget and staffing information, MGT will determine the basic structure of the cost allocation plan, identifying central service (or allocating) departments and operating (or receiving) departments:

- Central service functions will be determined based on timesheets, assignments, activities, or other allowed methods. Once staff members and their corresponding salaries are distributed into functions, other department costs such as materials and supplies will also be distributed into the same functions.
- Distribute the allowable costs within each central service department into the functions determined in Task 6.0. The distribution of allowable department costs and incoming costs will determine the total cost of providing each distinct service within each central service department.

TASK 9.0: PROVIDE INYO COUNTY WITH DRAFT COST ALLOCATION PLANS

Meet with County management if requested or provide electronic copies of the draft results of the cost allocation plan. This step is an opportunity to review preliminary results, address questions or concerns, and make changes as necessary.

PHASE 3 PRESENT CAP RESULTS & FINALIZE PROJECT

TASK 10.0: PROCESS FINAL COST ALLOCATION PLAN & PROVIDE FINAL CAP DOCS

Process the final cost allocation plans after addressing any issues raised in Task 9.0.

Each cost allocation plan will contain:

- ◆ A narrative that clearly defines the purpose, uses, and goals of the plan.
- ◆ Descriptions of the methodology and procedures.
- ◆ Descriptions of the central services and the allocation bases utilized to allocate costs.
- ◆ Actual distribution of indirect costs to programs.
- ◆ Summaries of all allocations and the resulting charges to all operating departments and funds.

Deliverables – Cost Allocation Plan

COST ALLOCATION PLAN DELIVERABLES	
◆	On-site or virtual meetings, workshops, interviews, and presentations on approach, methodology and recommendations related to the cost allocation plans.
◆	A draft 2 CFR Part 200 Cost Allocation Plan using a double step-down allocation methodology based on the County’s actual expenditures and interviews with personnel and reviewed with the County staff.
◆	A final 2 CFR Part 200 Cost Allocation Plan; the final cost allocation plan will be produced as Excel and PDF files. This plan will be in a format that may be submitted to the California State Controller’s Office (the County’s cognizant agency) for their review and approval.
◆	Once two or more years of the County’s data is loaded into MGT CAP, we can produce customized management reports based on the final cost allocation plans. These management reports may include the following information: <ul style="list-style-type: none"> ▪ A comparison to the prior year’s cost allocation plans, or similar analysis, to identify major variances of allocated costs to key receiving departments. (comparisons will start in year #2 based on prior results.) ▪ A trend analysis. ▪ The per-unit costs of specific administrative and support activities. ▪ Variance analysis of costs or allocations.
◆	Development of strategies and procedures to be used by County personnel that will optimize potential indirect cost recovery.
◆	Cost Allocation Implementation Plan. Strategies to assist the County to fully integrate the cost allocation plans data into ongoing operations.
◆	Defend and respond to audit or other inquiries from federal/state and/or local authorities following delivery of the final cost allocation plans for three years after the approval of each plan.
◆	Ongoing training, guidance, and assistance to personnel.
◆	Access to all records for the requested period.

Estimated Schedule

These tasks will lead to the completion of the 2 CFR Part 200 cost allocation plan in 90 days, assuming key data is made available in a timely manner. This represents the estimated amount of time to provide the proposed services.

INYO COUNTY COST ALLOCATION PLAN	MONTH			On Going
	Oct	Nov	Dec	
PHASE 1: PLANNING & DATA PHASE				
1.0 Introductory Training Session	█			
2.0 Review Org Structure & Plans	█			
3.0 Collect Financial Data & Statistics	█	█		
4.0 Propose Potential Modifications	█	█		
PHASE 2: STRUCTURE & PREPARE PLAN				
5.0 Develop Cost Plan Structure	█	█		
6.0 Develop Allocation Bases	█	█	█	
7.0 Process Draft Plans			█	
8.0 Conduct Internal Review			█	
9.0 Provide Draft Plans			█	
PHASE 3: PRESENT RESULTS & FINALIZE PROJECT				
10.0 Process Final Draft Plans			█	
Respond To Audit Inquiries				█

COST PROPOSAL

Cost Proposal

MGT proposes to perform the services included in this proposal for a period of five years, for a fixed fee per year, as noted in the table below. Our proposed fees include professional services as well as all expenses.

COST PROPOSAL					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Based on Fiscal Year:	2020/2021	2021/2022	2022/2023	2023/2024	2024/2025
For use in Fiscal Year:	2022/2023	2023/2024	2024/2025	2025/2026	2026/2027
2 CFR Part 200 Cost Plan	\$7,750	\$8,000	\$8,000	\$8,250	\$8,250

Hourly Billing Rates

MGT's hourly billing rates are as follows:

MGT PROFESSIONAL STAFF	HOURLY BILLING RATES
Analyst	\$ 95
Consultant	\$ 125
Senior Consultant	\$ 145
Manager	\$ 180
Senior Manager	\$ 195
Director	\$ 235
Vice President	\$ 275
Executive Vice President	\$ 340

Additional services requested that fall outside the scope of this project shall be provided on a time-and-materials basis using the above hourly rates, with all expenses billed at cost subject to pre-approval.

Method of Payment

MGT will invoices to the County using two billing milestones:

- ◆ Eighty-five percent (85%) of the contract amount shall be due upon submission of the cost allocation plan to the California State Controller's Office.
- ◆ Fifteen percent (15%) of the contract amount shall be due upon notification of plan approval by the California State Controller's Office.

Project Assumptions

Our work program and proposed fee for this project were developed with several key assumptions about the project. Changes to these assumptions may impact either or both our methodology and proposed fee. We welcome the opportunity to meet with the County Project Officer to review these assumptions, validate or adjust these assumptions based on more complete information, and adjust the work plan and/or budget accordingly. Below, we present our assumptions:

- ◆ The County will designate a Project Officer for this project. This person will function as the primary point of contact for the project, and coordinate and facilitate the flow of information and communication between the county departments and MGT.
- ◆ The County Project Officer will ensure that comments on draft documents are consolidated into a single document and any conflicting comments are reconciled before delivering the comments to MGT.
- ◆ Two draft reports have been assumed in this proposal. Additional reports can be added for an additional fee.
- ◆ MGT will have access to and cooperation and participation by staff and management. MGT expects to have reasonable, timely access to County personnel and data. If the County stops the project for any reason, MGT will be due all fees for services performed to date.
- ◆ The County will provide all requested documents at its own expense.
- ◆ All costs and other data provided by the County will be considered accurate and valid. MGT will not be responsible for the audit and/or verification of any cost or other data provided by the County.
- ◆ Despite a national trend to open up as the pandemic subsides, the picture is still unclear. We will plan to conduct services remotely. If the County wants onsite services, we would be willing to do so, subject to adding the reasonable cost of travel expenses to our quote. Travel expenses only will be charged in the event travel occurs.



NATIONAL FIRM LOCAL FOCUS

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Montgomery

GEORGIA
Atlanta

MICHIGAN
Bay City

VIRGINIA
Richmond

CALIFORNIA
Sacramento | Pasadena
| Carlsbad

KANSAS
Wichita

NORTH CAROLINA
Raleigh

COLORADO
Denver

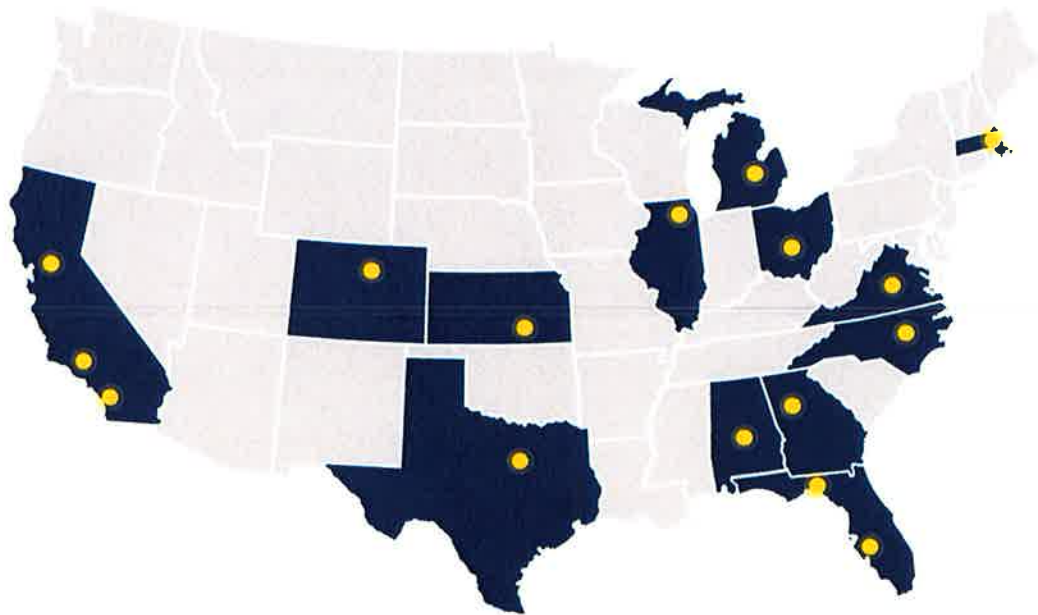
ILLINOIS
Chicago

OHIO
Columbus

FLORIDA
Tallahassee | Tampa

MASSACHUSETTS
Boston

TEXAS
Dallas



4320 West Kennedy Boulevard, Tampa, Florida 33609

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AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

INTRODUCTION

WHEREAS, 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

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 _____, 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.

2. TERM.

The term of this Agreement shall be from _____ to _____ 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 _____ 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 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

_____ Department
Address
City and State

Contractor:

_____ Name
Address
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 _____
FOR THE PROVISION OF _____ SERVICES

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

COUNTY 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 A

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCOPE OF WORK:

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCHEDULE OF FEES:

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SEE ATTACHED INSURANCE PROVISIONS



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
per issued certificate

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section II - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

38

INSURED

20 00033 069430300 84815541189



Form No: CNA71527XX (10-2012)

Policy No: BUA 2093563501

Endorsement No: 14; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,
Chicago, IL 60606

Changes - Notice of Cancellation or Material Restriction Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
STOP GAP LIABILITY COVERAGE PART
TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK
DEPARTMENT OF TRANSPORTATION

SCHEDULE

Number of days notice (other than for nonpayment of premium):
30

Number of days notice for nonpayment of premium:
10

Name of person or organization to whom notice will be sent:
per issued certificate

000018

40020033069770030064815542383



Changes - Notice of Cancellation or Material Restriction Endorsement

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the policy period, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

000018

40020033058770030094815542384





NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate Holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate Holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



Workers Compensation And Employers Liability Insurance
Policy Endorsement

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Policy No: WC 3 11086712

Endorsement No: 23; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606



POLICY NUMBER
P 2093563501

INSURED NAME AND ADDRESS
MGT OF AMERICA CONSULTING, LLC.
4320 WEST KENNEDY BLVD.
TAMPA, FL 33609-2118

COMMERCIAL AUTOMOBILE LOSS PAYEE SCHEDULE

"Any Loss Payee that has a financial interest in a covered "auto" for which we are providing physical damage coverage for that covered "auto" under this policy."

POLICY NUMBER
P 2093563501

INSURED NAME AND ADDRESS
MGT OF AMERICA CONSULTING, LLC.
4320 WEST KENNEDY BLVD.
TAMPA, FL 33609-2118

ADDITIONAL INSURED - LESSOR SCHEDULE

"Any Lessor of a covered "auto" for which we are providing any coverage for that covered "auto" under this policy."

000016

0002003069770030054847652112



NOTICE OF CANCELLATION OR MATERIAL CHANGE – DESIGNATED PERSON OR ORGANIZATION

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

In the event of cancellation or material change that reduces or restricts the insurance provided by this Coverage Form, we agree to send prior notice of cancellation or material change to the person or organization scheduled below at the address scheduled below. This endorsement does not amend our obligation to notify the Named Insured of cancellation as described in the Common Policy Conditions or in another endorsement attached to this policy.

SCHEDULE**1. Number of days advance notice:**

10 Days if we cancel for non-payment of premium.

30 Days if the policy is cancelled for any other reason, or if coverage is restricted or reduced by endorsement.

2. Person or Organization's Name and Address

Name:	PER ISSUED CERTIFICATE
Attention:	
Street Address:	
City, State, ZIP:	
e-mail address:	

All other terms and conditions of the Policy remain unchanged.

40020000120935635010522





NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate Holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate Holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



Workers Compensation And Employers Liability Insurance
Policy Endorsement

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: G-19160-B (11-1997)

Policy No: WC 3 11086788

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this coverage part, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of your **work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this coverage part, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of your **work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

210020002750951303273858



**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



CNA PARAMOUNT

Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

20020002750951303273861





General Aggregate Limit - Per Project Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. For each single construction or service project away from premises the Named Insured owns or rents, a separate Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:
 - A. all damages under Coverage A, except damages because of bodily injury or property damage included in the products-completed operations hazard; and
 - B. all medical expenses under Coverage C;that arise from occurrences or accidents which can be attributed solely to ongoing operations at that project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Project General Aggregate Limit applicable to any other project.
- II. All:
 - A. damages under Coverage B, regardless of the number of locations or projects involved;
 - B. damages under Coverage A, caused by occurrences which cannot be attributed solely to ongoing operations at a single project, except damages because of bodily injury or property damage included in the products-completed operations hazard; and
 - C. medical expenses under Coverage C, caused by accidents which cannot be attributed solely to ongoing operations at a single project,will reduce the General Aggregate Limit shown in the Declarations.
- III. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the occurrence can be attributed solely to ongoing operations at a particular project.
- IV. When coverage for liability arising out of the products-completed operations hazard is provided, any payments for damages because of bodily injury or property damage included in the products-completed operations hazard will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.
- V. If a single construction or service project away from premises owned by or rented to the Named Insured has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, such project will still be deemed to be the same project.
- VI. The provisions of LIMITS OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

20020002750951303273450





**Additional Insured - Owners, Lessees or Contractors -
Completed Operations Endorsement**

It is understood and agreed as follows:

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury** or **property damage** caused, in whole or in part, by **your work** at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the **products-completed operations hazard**.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**Additional Insured - Owners, Lessees or Contractors -
Scheduled Person or Organization Endorsement**

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **bodily injury or property damage** occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



County of Inyo



County Administrator - Information Services

CONSENT - ACTION REQUIRED

MEETING: July 20, 2021

FROM: Scott Armstrong

SUBJECT: Duress Buttons and Strobe Alerts

RECOMMENDED ACTION:

Request Board: A) declare Response Technologies, Ltd., of Harrison, Ohio, a sole-source provider of duress buttons and emergency notification systems; and B) authorize the issuance of a purchase order in an amount not to exceed \$34,000, payable to Response Technologies, Ltd., of Harrison, Ohio, for duress buttons and emergency notification systems.

SUMMARY/JUSTIFICATION:

The County is leasing a newly constructed building in Bishop to consolidate the operations of several departments and functions into one location. With the expectation of a high volume of visitors in both the public spaces and in the departmental interview rooms, the risk of an incident requiring subtle but immediate assistance increases dramatically. By providing obscured duress buttons, commonly referred to as a panic buttons, that can initiate requests for assistance, the County can mitigate risks and help ensure the safety of our employees. Additionally, strobes can alert employees who may be in our small interview rooms of an incident in the area.

Sole-source justification: "Sole source procurement, defined as an award for commodity or service, which can only be purchased from one supplier, usually because of its specific technological requirements, availability or unique patented manufacture." This model of duress button system is already in use in the County Courthouse and other County locations and does not integrate with other emergency notification systems. Introducing a different emergency notification system could potentially create confusion and increase risk for our employees in the event of an emergency.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not approve this request, resulting in reliance on overt means of requesting assistance in the face of a potentially violator. This would put our employees at greater risk than if the obscured duress buttons were available for use.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding for the purchase of the duress button and strobe alert system is available in the Workers Comp Trust 500902, Maintenance of Structures 5199 for the equipment and configuration.

ATTACHMENTS:

1. CA-Inyo County-Button & Strobe

APPROVALS:

Scott Armstrong	Created/Initiated - 7/13/2021
Darcy Ellis	Approved - 7/13/2021
Denelle Carrington	Approved - 7/13/2021
Aaron Holmberg	Approved - 7/13/2021
Sue Dishion	Approved - 7/13/2021
Marshall Rudolph	Approved - 7/13/2021
Amy Shepherd	Final Approval - 7/13/2021



Quotation

Quote Number 2021-14439
Terms Net 30 Days
Date 06/03/2021
Sales Person Kevin Corson
Valid Until 07/03/2021
Shipping Fedex
Contract Number MA200912
Cooperative

Ship To: Scott Armstrong, Inyo County Information Services Department, 168 N. Edwards Street, Independence, CA 93526, United States, 760-878-0390, sarmstrong@inyocounty.us
Bill To: Scott Armstrong, Inyo County Information Services Department, 168 N. Edwards Street, Independence, CA 93526, United States, 760-878-0390, sarmstrong@inyocounty.us

Table with 6 columns: #, Qty., Product, Item Code, Unit Price, Ext. Price. Contains 9 rows of product details including Centurion Elite EOS50, Wireless Sensor Receiver Module, Radio Integration Module, Signal Booster, Duress Button, Siren & Strobe, CA State Tax, Programming, and Centurion Armor Protection Plan-Gold.

Quotation Totals

Currency: US Dollar
Subtotal: \$ 32,958.86
Shipping Provider: Fedex
Shipping and Handling: \$ 99.00
Total: \$ 33,057.86

Quotation Accepted By

Quote Number 2021-14439
P.O. Number
Tax Exempt #
Print Name
Title
Signature
Date

General Terms & Conditions of Sale

Response Technologies Ltd

367 Industrial Drive Harrison, Ohio 45030 USA

Phone: (513) 202.5500

Fax: (513) 202.0240

Payment Terms:

One Hundred Percent (100%) due thirty days (Net 30) from date of invoice, unless otherwise approved in writing by Response Technologies Ltd. ("Seller"). Prices for Goods purchased do not include any applicable Federal, State, Local Sales, Customs, Duty or Excise Taxes or other surcharges unless specifically indicated. Any invoice not paid within thirty (30) days of the invoice date shall incur a collection service charge of one percent (1%) of the balance due per month until fully paid.

Delivery and Freight:

All Goods are sold F.O.B. point of shipment. Transportation to destination is Buyer's responsibility, and Buyer alone shall bear the cost of freight, special elections/options and insurance payable by Buyer as billed. Seller is not responsible for selecting any special insurance, options, or elections offered by the shipper/carrier unless specified in writing by the Buyer. Seller's responsibility for the Goods shall terminate when Seller delivers such Goods to the shipper/carrier selected by Seller or to a shipper/carrier or other party designated by Buyer, and all risk of loss or damage shall immediately pass to Buyer. Buyer must make any and all claims for corrections or deductions within ten days of receipt of the Goods. Buyer shall not hold Seller liable for claims resulting from delay in shipment. Acceptance of delivery of Goods by Buyer shall constitute a waiver of all claims for delay.

Payments:

All remittances should be made to **Response Technologies Ltd., 367 Industrial Drive Harrison, Ohio 45030.** If the financial condition of Buyer at any time, in the judgment of Seller, does not warrant shipment of Goods ordered, Seller may at its option require full or partial payment of any balance due prior to shipment or refuse to ship and terminate any order outstanding without any obligation of Seller to Buyer.

Design:

Seller reserves the right to make design improvements of the Goods without notice.

Return:

No Goods may be returned without Seller's permission via a returned material authorization (RMA) number. Seller assumes no responsibility for return shipments made without permission. In issuing credit for such shipments, Seller reserves the right to deduct a restocking charge dependent on the Seller's ability to recondition and resell the returned Goods.

Cancellation:

Buyer may cancel an order only upon written consent of Seller, but Seller is entitled to reasonable cancellation charges including but not limited to labor, material, and overhead expenses. Seller reserves the right to deduct such cancellation charges from any advance payment received from Buyer.

Warranty:

Seller warrants Goods manufactured by Seller against defects in material and workmanship, when used on those services/applications approved by Seller, for a period of one (1)

year from the date of original shipment under the terms of the Response Technologies Limited Warranty. Any accessory items (such as sensors, cables, and batteries) which are part of a functioning system sold by Seller are warranted under the terms of the third-party manufacturer's warranty. Seller's liability under any warranty shall be limited to repair or replacement at Seller's option of such defective Goods, F.O.B. factory, upon proof of defect satisfactory to Seller. Seller shall have no further liability for damages of any kind, including but not limited to loss of prospective profits, loss of goodwill, loss of productive use of facilities or equipment, labor, and other back charges, or for any other incidental or consequential damages of any kind, nor shall recovery of any kind against Seller be greater in amount than the purchase price of the specific Goods sold and causing the alleged damage. In cases where Seller's field service personnel are requested to service warranty claims at Buyer's site, and Seller agrees to do so, Buyer is responsible for reasonable travel and living expenses of Seller's personnel while en route to and at the site. This warranty shall be null and void if Goods covered by this warranty are resold by Buyer or are transferred by Buyer from the original installation facility onto which they were initially installed to another location without proper notification and agreement from Seller.

Improper Installation or Misapplication:

Seller is not responsible for damages to Buyer's facility, equipment or products because of improper installation or misapplication of the Goods by Buyer. Installation or start-up of Seller's equipment or the Goods must be performed under adherence to Seller's instruction manuals, wiring diagrams, etc., or performed under the direct supervision of Seller's field service personnel or Seller's authorized agent in order for Goods to be covered by Seller's warranty. This warranty does not cover damage due to misapplication, environmental condition, or abuse. Buyer assumes, and Buyer shall hold Seller free and harmless from all risks and liability for expense, loss, damage or injury to persons or property of Buyer or others arising out of use or possession of any Goods sold hereunder.

Data Plans:

Data plans are generally issued for a two-year term, and payment for the entire term is paid in a lump sum at the beginning of each term. Data plans are designed to provide ample quantity to serve the networking needs of the Centurion Elite, Centurion Anywhere and future third-party networked products. At the end of each two (2) year term an additional two (2) year renewal will be available.

Data Privacy:

Response Technologies, Ltd. will not share your individualized data with any other party except as necessary to provide and maintain service under these Terms and Conditions.

Modifications or Additions of Terms and Conditions:

No modification of, addition to, or waiver of any of these terms and conditions stated herein shall be binding upon the Seller, except by written consent of Seller.



County of Inyo



County Administrator

CONSENT - ACTION REQUIRED

MEETING: July 20, 2021

FROM: Denelle Carrington

SUBJECT: Inyo-Mono County Veterans Services Office - Annual Compliance Forms

RECOMMENDED ACTION:

Request Board authorize the Chairperson to sign the California Department of Veterans Affairs Annual Medi-Cal Cost Avoidance Program Certificate of Compliance form for Fiscal Year 2021-2022 and the California Department of Veterans Affairs Annual Subvention Certificate of Compliance for Fiscal Year 2021-2022.

SUMMARY/JUSTIFICATION:

These forms are required to be reviewed and signed each fiscal year in order to be eligible for Subvention funding and Medi-Cal Cost Avoidance funding from the California Department of Veterans Affairs.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not approve signatures, however this is not recommended, as the Veterans Services Officer Budget would not receive any state funding.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

The Subvention funds and Medi-Cal Cost Avoidance Funds will be received in the Veterans Services Officer Budget (056600) in the State Aid for Veterans object code (4473).

ATTACHMENTS:

1. Certificate of Compliance Subvention 2021-2022
2. Medi-Cal Certificate of Compliance Med 2021-2022

APPROVALS:

Denelle Carrington

Created/Initiated - 7/7/2021

Darcy Ellis
Denelle Carrington
Marshall Rudolph
Amy Shepherd

Approved - 7/7/2021
Approved - 7/7/2021
Approved - 7/7/2021
Final Approval - 7/7/2021

CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS
Annual Subvention Certificate of Compliance
FISCAL YEAR 2021/2022

Charge:

Funds are distributed under this program to counties as partial reimbursement for expenses incurred in the operation of the County Veterans Service Office. Funds are distributed according to Military and Veterans Code Sections 972, and 972.1, a State General Fund Expenditure, and 972.2 a Special Fund Expenditure.

County Certification:

I certify that _____ County has appointed a veteran to serve as the County Veterans Service Officer according to California Code of Regulations Title 12, Subchapter 4. This County Veterans Service Officer will administer the aid provided for in Military and Veterans Code Division 4, Chapter 5. This County Veterans Service Officer must achieve and maintain accreditation from the California Department of Veterans Affairs within 18 months of employment or within 18 months of the County Veterans Service Officer position becoming vacant, whichever occurs first. Veterans Service Representative staff filing claims must also achieve and maintain accreditation from the California Department of Veterans Affairs within 18 months of employment.

I certify that the County Veteran Service Officer will assist every veteran of the United States, as well as their dependents and survivors, in presenting and pursuing such claim as they may have against the United States. The County Veterans Service Officer and all accredited staff will also assist in establishing veterans, dependents and survivors' rights to any privilege, preference, care or compensation provided for by the laws and regulations of the United States, the State of California, or any local jurisdiction.

I certify that the current fiscal year proposed expenditures exceeds the actual fiscal year 1988-89 expenditures by at least, the full amount of the current annual allocation. I also agree that this county, through the County Veterans Service Office, will maintain records for audit. These records will be maintained for a minimum of two years. The county agrees to submit reports in accordance with the procedures and timelines established by CalVet and in accordance with the *CalVet Procedure Manual for Subvention and Medi-Cal Cost Avoidance* for the current state fiscal year. The County Veterans Service Officer will permit CalVet representatives to inspect all records. I also authorize the County Veterans Service Officer to actively participate in the promotion of the California Veterans License Plate program.

I further certify that information contained within the VetPro database will not be distributed to any other agency within our county and that all College Fee Waiver Approval and Denial letters will be generated in the VetPro database.

Chair, County Board of Supervisors
(or other County Official authorized
by the Board to act on their behalf)

Date

**SCAN AND UPLOAD THIS COMPLETED FORM VIA THE AGENCY
ATTACHMENTS IN VETPRO**

CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS

Annual Medi-Cal Cost Avoidance Program Certificate of Compliance

Fiscal Year 2021/2022

_____ COUNTY

I certify that _____ County has appointed a County Veterans Service Officer (CVSO) in compliance with California Code of Regulations, Title 12, Subchapter 4. Please consider this as our application to participate in the Medi-cal Cost Avoidance Program authorized by Military and Veterans Code Section 972.5

I understand and will comply with the following:

1. All activities of the CVSO for which payment is made by the CalVet under this agreement will reasonably benefit the Department of Health Care Services (DHCS) or realize cost avoidance to the Medi-Cal program. All State and County Medi-Cal Eligibility Workers who generate a Form MC 05 (Military Verification and Referral form) will be instructed to indicate the applicant's Aid Code on the face of the form.
2. All monies received under this agreement shall be allocated to and spent on the salaries and expenses of the CVSO.
3. This agreement is binding only if federal funds are available to CalVet from the DHCS.
4. The CVSO is responsible for administering this program in accordance with California Code of Regulations, Title 12, Subchapter 4 and *the CalVet Procedure Manual for Subvention and Medi-Cal Cost Avoidance* for the current state fiscal year.

Chair, County Board of Supervisors
(or other County Official authorized
by the Board to act on their behalf)

Date

**SCAN AND UPLOAD THIS COMPLETED FORM VIA THE
AGENCY ATTACHMENTS IN VETPRO**



County of Inyo



County Administrator - Recycling & Waste Management

CONSENT - ACTION REQUIRED

MEETING: July 20, 2021

FROM: Leslie Chapman

SUBJECT: Authorization to issue blanket purchase orders to purchase parts for maintenance of Landfill equipment, Parks and Recreation equipment parts, maintenance of grounds and parts for Motor Pool vehicles.

RECOMMENDED ACTION:

Request Board authorize issuance of blanket purchase orders in the following amounts payable to the following vendors , for the purpose of equipment parts, vehicle parts, maintenance of grounds and small tools for Motor Pool, Parks and Recreation and Recycling Waste Management, contingent upon the adoption of the Fiscal Year 2021-2022 Budget: Steve's Auto \$20,000, Dave's Auto Parts \$15,000, Quinn \$16,000, High Country Lumber \$15,000 and Western Nevada Supply \$20,000.

SUMMARY/JUSTIFICATION:

Parks and Recreation, Motor Pool and Recycling Waste Management Departments utilize outside vendors to purchase parts for maintenance and repair of equipment, and maintenance of grounds. Therefore, authorization is requested to open blanket purchase orders with the listed vendors in amounts that exceed \$10,000. The purchase orders will expedite repairs by allowing us to process payments in a timely manner and provides efficiency in the Auditor's office in issuing warrants. The issuance of these purchase orders will not negate the requirement of getting verbal or written quotes for individual purchases in accordance with the County Purchasing Policy.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to authorize the issuance of these blanket purchase orders. In the event that the blanket purchase orders are not issued, the procedure of preparing purchase orders for the individual transactions would be used. The net effect will result in a delay every time a motor pool vehicles or a piece of equipment requires a part.

OTHER AGENCY INVOLVEMENT:

Auditor

FINANCING:

Included in the fiscal year 2021-2022 budgets for Motor Pool, Recycling Waste Management and Parks and Recreation, object codes 5171, 5173, 5182, 5199, 5301 and 5311.

ATTACHMENTS:

APPROVALS:

Teresa Elliott	Created/Initiated - 6/30/2021
Darcy Ellis	Approved - 6/30/2021
Teresa Elliott	Approved - 6/30/2021
Marshall Rudolph	Approved - 6/30/2021
Amy Shepherd	Approved - 7/2/2021
Leslie Chapman	Final Approval - 7/2/2021



County of Inyo



County Administrator - Motor Pool

CONSENT - ACTION REQUIRED

MEETING: July 20, 2021

FROM: Leslie Chapman

SUBJECT: Authorization to issue blanket purchase order to Inyo-Mono Body Shop

RECOMMENDED ACTION:

Request Board authorize issuance of a blanket purchase order in an amount not to exceed \$15,000, payable to Inyo-Mono Body Shop of Bishop, CA for body repair of Motor Pool vehicles, contingent upon the adoption of the Fiscal Year 2021-2022 Budget.

SUMMARY/JUSTIFICATION:

Motor Pool requests authorization to open a blanket purchase order for this vendor for body repairs of Motor Pool vehicles. The issuance of this purchase order will not negate the requirement of getting verbal or written quotes for individual purchases, in accordance with the County Purchasing Policy.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to authorize the issuance of a blanket purchase order for this amount. In the event that a blanket purchase order is not issued, the procedure of preparing purchase orders for the individual purchases would be used. The net effect will result in a delay in repairing a vehicle to return to service.

OTHER AGENCY INVOLVEMENT:

Auditor

FINANCING:

Included in the Motor Pool budget 200100, for the requested 2021/2022 fiscal year budget, Object Code 5171.

ATTACHMENTS:

APPROVALS:

Teresa Elliott
Darcy Ellis

Created/Initiated - 6/30/2021
Approved - 6/30/2021

Teresa Elliott
Marshall Rudolph
Amy Shepherd
Leslie Chapman

Approved - 6/30/2021
Approved - 6/30/2021
Approved - 6/30/2021
Final Approval - 7/2/2021



County of Inyo



County Administrator - Motor Pool

CONSENT - ACTION REQUIRED

MEETING: July 20, 2021

FROM: Leslie Chapman

SUBJECT: Authorization to issue blanket purchase orders for vehicle/equipment maintenance, parts and tires.

RECOMMENDED ACTION:

Request Board authorize issuance of blanket purchase orders in the following amounts payable to the following vendors for vehicle maintenance, equipment maintenance and purchase of tires for Motor Pool, Parks and Recreation and Recycling Waste Management, contingent upon the adoption of the Fiscal 2021-2022 Budget: Bishop Ford \$40,000, Bishop Automotive \$56,000, Mr. K's \$20,000, Jim Charlon Ford \$20,000 and Britt's Diesel \$20,000.

SUMMARY/JUSTIFICATION:

Parks and Recreation, Motor Pool and Recycling Waste Management Departments utilize outside vendors to execute the preventative maintenance and repair of approximately 200 vehicles in the Motor Pool fleet and maintenance of assorted landfill equipment, as well as Parks and Recreation equipment. Therefore, authorization is requested to open blanket purchase orders with the listed vendors in amounts that exceed \$10,000. The purchase orders will expedite repairs by allowing us to process payments in a timely manner and provides efficiency in the Auditor's office in issuing warrants. The issuance of these purchase orders will not negate the requirement of getting verbal or written quotes for individual purchases in accordance with the County Purchasing Policy.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to authorize the issuance of these blanket purchase orders. In the event that the blanket purchase orders are not issued, the procedure of preparing purchase orders for the individual transactions would be used. The net effect will result in a delay every time a motor pool vehicles or a piece of equipment requires service.

OTHER AGENCY INVOLVEMENT:

Auditor

FINANCING:

Included in the fiscal year 2021-2022 budgets for Motor Pool, Recycling Waste Management and Parks and Recreation, object codes 5171 and 5173.

ATTACHMENTS:

APPROVALS:

Teresa Elliott	Created/Initiated - 6/30/2021
Darcy Ellis	Approved - 6/30/2021
Teresa Elliott	Approved - 6/30/2021
Marshall Rudolph	Approved - 6/30/2021
Amy Shepherd	Approved - 6/30/2021
Leslie Chapman	Final Approval - 7/2/2021



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: July 20, 2021

FROM: Travis Dean

SUBJECT: Temporary Closure of Highland Drive in Bishop

RECOMMENDED ACTION:

Request Board approval of the closure of a portion of Highland Drive in Bishop, in front of 2670 Highland Drive, during daylight hours, on August 11, 2021.

SUMMARY/JUSTIFICATION:

Roadway Construction Service is planning on replacing Southern California Edison poles TD#1818268 and #3175CIT. The replacement of these poles requires a crane that's width is such that it will not leave a 10' traveled way on either side during operation. The contractor will be responsible for notifying all effected residents and emergency personnel.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the road closure. This is not recommended, as there is not an alternative way to replace said poles.

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. Traffic Control Plan-Highland Dr.

APPROVALS:

Travis Dean
Darcy Ellis
Travis Dean
Chris Cash

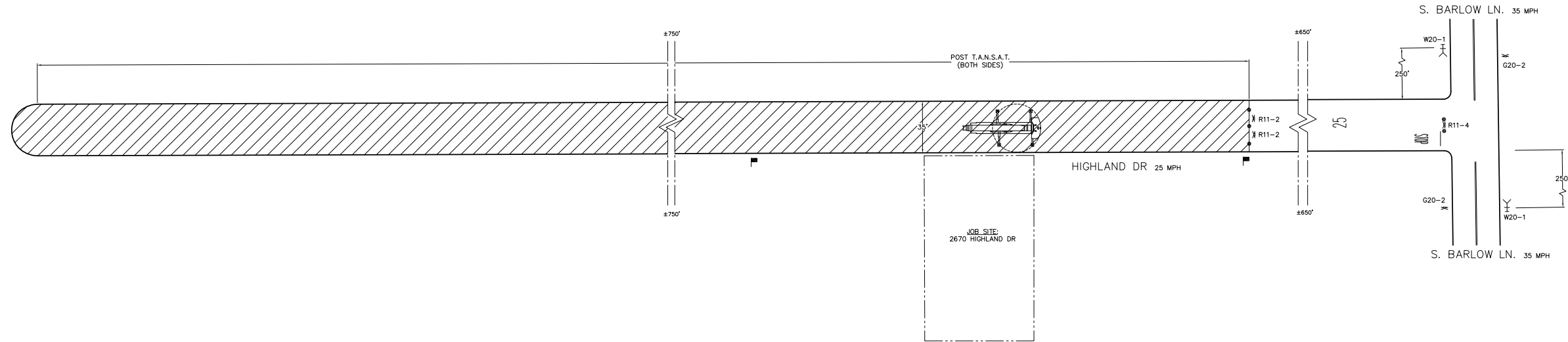
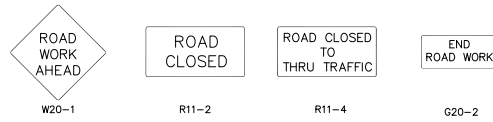
Created/Initiated - 6/25/2021
Approved - 6/28/2021
Approved - 6/28/2021
Approved - 6/29/2021

Marshall Rudolph
Michael Errante

Approved - 6/29/2021
Final Approval - 6/30/2021

LEGEND:

- Y - HIGH LEVEL WARNING DEVICE
- ⚡ - FLASHING ARROW SIGN (FAS)
- ⚠ - FLAGGER TO ASSIST LOCAL, EMERGENCY AND PEDESTRIAN TRAFFIC.
- Ⓜ - SIGN
- ||| - TYPE-III BARRICADE
- X - TYPE-I OR II BARRICADE
- - CHANNELIZATION DEVICE
- Ⓢ - SIGNALIZED INTERSECTION
- Ⓟ - BUS STOP
- TOW AWAY T.A.N.S.A.T.-NO STOPPING ANYTIME
- ⊠ - DRIVEWAY
- ▨ - WORK AREA
- ⚙ - CRANE



GENERAL NOTES-TRAFFIC CONTROL

It is the responsibility of the contractor performing work to install and maintain the traffic control devices as shown herein, as well as any such additional traffic control devices as may be required to insure the safe movement of vehicular and pedestrian traffic through or around the work area and provide maximum protection and safety to construction workers.

All traffic control devices shall be kept in their proper position at all times and shall be repaired, replaced, or cleaned as necessary to preserve their appearance and continuity.

All traffic control devices and traffic control work shall conform to the latest editions of:
 -The California Manual on Uniform Traffic Control Devices (CA MUTCD)
 -Work Area Traffic Control Handbook (WATCH Manual)
 -Standard Specifications for Public Works Construction ("Greenbook")

All flashing arrow signs shall be solar powered.

Contractor shall provide flagmen as necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered.

Contractor shall remove temporary traffic delineation, signage, and other devices when no longer required, and shall restore areas to original conditions.

Contractor shall cover existing signs where they conflict with construction detours and signing.

All open excavation or construction work shall be a minimum of 5' from any operating traffic lanes.

Contractor shall coordinate with the city for any temporary traffic signal timing modifications.

All striping and marking shall conform to Section 310-5.6 of the Standard Specification for Public Works Construction. Temporary removable striping tape (detour grade) may be used in lieu of painted striping.

The contractor shall provide for access to all adjacent properties during work hours. Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners/operators.

All signs shall be retro-reflectorized and standard size.

The contractor shall provide for safe pedestrian access at all times.



CONTRACTOR



COUNTY OF INYO

TRAFFIC CONTROL PLAN FOR:
2670 HIGHLAND DR

SCOPE OF WORK:
CRANE PLACEMENT

SUBMITTAL REVIEW

DATE DRAWN:	6-23-21	SHEET
DRAWING NO.	9856	1
DESIGNED BY:	MATTHEW MENDOZA	1
REVIEWED BY:	RICK COFFMAN	OF



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: July 20, 2021

FROM: Breanne Nelums

SUBJECT: Approve multiple vendor blanket purchase orders for Public Works for the 21/22 fiscal year.

RECOMMENDED ACTION:

Request Board authorize issuance of blanket purchase orders in the following amounts payable to the following vendors, totaling \$430,000, for vehicle repairs, parts and building repairs items for all of Public Works: Silver State International of Sparks, NV in an amount not to exceed \$20,000; High Country Building & Lumber of Bishop, CA in an amount not to exceed \$30,000; Brown's Supply of Bishop, CA in an amount not to exceed \$30,000; Mission Linen & Uniform Service of Lancaster, CA in an amount not to exceed \$50,000; Coastline Equipment of Meridian, ID in an amount not to exceed \$30,000; Grainger of Palatine, IL in an amount not to exceed \$30,000; Quinn Co. of Los Angeles, CA in an amount not to exceed \$30,000; Dave's Auto Parts Inc. of Lone Pine, CA in an amount not to exceed \$60,000; Western Nevada Supply of Pasadena, CA in an amount not to exceed \$50,000; Steve's Auto & Truck Parts of Bishop, CA in an amount not to exceed \$30,000 and Britt's Diesel & Automotive of Bishop, CA in an amount not to exceed \$70,000.

SUMMARY/JUSTIFICATION:

According to Inyo County Purchasing and Contracting Policy and Procedure Manual Section II. Departmental Responsibilities G. Blanket Purchase Orders, "With the additional delegation of purchase authority to Department Heads, it is anticipated that repetitive purchases may still be most appropriately handled by establishing blanket purchase orders with specific vendors. 2) When the same vendor is used repetitively for similar service, the requesting department may be required to initiate a blanket purchase order. Such requests may be initiated by the Purchasing Agent or the Auditor as the regular use is monitored." And Section VII Special Instructions, G. Consolidation of Department Requests, "Departments shall make every effort to consolidate similar goods and supplies into a single purchase requisition. In addition, the purchasing division/department may periodically issue a schedule of planned procurement solicitations for specific common products or materials. Department requests should be consolidated and submitted in accordance with these schedules. Goods and supplies shall be ordered in and consistent with future needs and available storage space."

In an effort to be compliant with this policy and proactive in our spending efforts, Public Works is requesting Board approval of the above blanket purchase orders. We make every effort to keep our business local and distributed throughout the Owens Valley, we purchase from vendors in both the North and South County when we can.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to authorize the Department Purchasing Authority and approve the blanket purchase orders. This is not recommended, as some of the items have been purchased and others may need to be purchased for an emergency.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor's Office

FINANCING:

These invoices will be paid from multiple budgets and object codes within our department budget authority. There is sufficient budget split between all Public Works divisions to make these payments.

ATTACHMENTS:

APPROVALS:

Breanne Nelums	Created/Initiated - 6/28/2021
Darcy Ellis	Approved - 6/29/2021
Breanne Nelums	Approved - 7/15/2021
Amy Shepherd	Approved - 7/15/2021
Michael Errante	Final Approval - 7/15/2021



County of Inyo



Sheriff

DEPARTMENTAL - ACTION REQUIRED

MEETING: July 20, 2021

FROM: Jared Sparks

SUBJECT: Amendment to Mobile Relay Associates, Inc. Contract

RECOMMENDED ACTION:

Request Board:

- A. approve Amendment No. 1 to the contract between the County of Inyo and Mobile Relay Associates, Inc. of Paramount, amending the Scope of Work to increase the monthly service contract amount by \$31,800 and increase the number of radios from 150 to 250 at \$26.50 per radio, per month, contingent upon the Board's approval of future budgets;
- B. authorize purchase of additional radios and equipment for various departments in the amount of \$77,848, per Quotation No. 116002818 from Mobile Relay Associates, Inc.;
- C. approve the contract by and between the County of Inyo and Mobile Relay Associates, Inc. for the Radio Tower Upgrade and Installation Project from July 20, 2021 to December 31, 2021 in the amount of \$186,990, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget; and
- D. authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Inyo County currently communicates on a decades old radio system that consists of mountain top radio repeater sites, handheld and mobile radios, and a dispatching console. Our county, with its mountainous terrain and expansive square mileage, presents unique and costly radio system design challenges that require us to utilize many mountain top repeaters, as well as radio and microwave links to transmit radio signals to the far reaches of our boundaries.

In recent years, especially in recent months, we have seen the performance and reliability of our current radio system in drastic decline. Our current radio technicians do not believe our current system will make to the end of the year before a catastrophic, complete, system failure occurs. We currently do not have reliable or acceptable performance radio communication with our deputies in the Desert beat or the Tecopa Volunteer Fire Department.

Recently there have been numerous, multiple-week, outages where our current radio system has been down in the desert leaving deputies, fire and ambulance service with no means of communication to be dispatched to calls or contact Dispatch for help. Our current microwave system has been unreliable and offering poor performance. Additionally, we have been plagued with system outages at our Silver Peak repeater station which covers the northern part of the county including Bishop and Round Valley. Repairs and service calls to radio technicians have been costly and occurring almost weekly.

Your Board, approved a contract with Mobile Relay Associates (MRA), to provide two-way radio service to the County. Since that approval, MRA has installed a radio repeater at the Sheriffs Administrative Building, further increasing the MRA network coverage in the Owens Valley.

Additionally, the Sheriff's Office has deployed handheld and mobile radios to the resident deputies in Death Valley. Historically, the Sheriff's Office has struggled to provide solid two-way radio communication between our Death Valley assets and the Sheriffs Dispatch Center. The end user feedback on MRA radio network performance and reliability from the resident deputies has been exceptional.

The Sheriff's Office has also deployed several handheld and mobile radios to deputies assigned throughout the Owens Valley. The Owens Valley end users have also been impressed with capabilities of the MRA system.

With your Board's approval, the Sheriff's Office seeks to continue to the next phase of this project. The next phase of the project includes purchase and installation of dispatching consoles that are compatible with both the MRA system and our legacy VHF system. It is still our intention to continue to use two channels of the legacy VHF system, one for dispatching county fire assets and one to use as a county back up radio channel. Also included in this phase, is the purchase and installation of mobile radios for the Sheriff's Office, Probation Office and Southern Inyo Fire Protection District. This phase also includes the purchase of portable radios for the Probation Office, and District Attorney's Office.

An upcoming phase will also refresh remaining legacy VHF equipment at mountain top sites, including the transition from the Tecopa microwave link to an IP link to improve reliability.

Completion of this phase will allow the County to begin taking excess repeater sites down, discontinue use of the State microwave link and reduce currently high repair costs.

With the completion of this phase, the County will need to increase monthly radio service subscriptions from 150 (current contract) to up to 250 at \$26.50 per radio, per month (up to \$6,625.00 per month max total) to accommodate the addition of Probation, District Attorney's Office and Southern Inyo Fire Protection District. These monthly expenses will be budgeted in the Sheriff's Budget with an offsetting revenue from the Criminal Justice-Realignment Budget for the Probation and District Attorney radios and an offsetting revenue from HHS for the Southern Inyo Fire Protection District radios.

With a sole-source agreement between Inyo County and MRA, we would utilize an all-inclusive, full-service, modern radio solution that could easily be scaled county wide. As the system takes the place of the County's existing radio infrastructure, significant cost savings will be recognized through out the County as repeater leases and maintenance will no longer be necessary.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to deny this amendment. Staff does not support this option. The County's numerous radio systems and Sheriff Dispatch are antiquated, losing reliability/failing and need to be replaced urgently. The sole-source authorization to purchase and contract increase with new dispatch consoles would fully switch the Sheriff's Office, Probation, District Attorney's Office and Southern Inyo Fire Protection District to the UHF trunked radio system. This would make the County ready to bring other departments on board when they are ready. The majority of this purchase is a one-time cost that, while not cheap, is far less then the alternative of the County purchasing their own multi-million dollar radio system.

OTHER AGENCY INVOLVEMENT:

HHS

Probation
District Attorney's Office

FINANCING:

This project will be budgeted in the Sheriff General Budget (022700) as follows:
\$186,990 in Construction in Progress (5700); and \$77,848 in Office and Other Equipment (5232), with an offsetting revenue in the amount of \$264,838 in Intra County Charges (4821) from the Criminal Justice-Realignment Budget (023002) in the next fiscal year, and the additional \$31,800 in the Sheriff's Budget (022700) in Office, Space and Site Rental (5291).

ATTACHMENTS:

1. Mobile Relay Assoc. Sole Source Contract
2. MRA Contract Amendment 1
3. MRA Quote for Radios/Install
4. Radio Tower Upgrade and Installation Contract with MRA

APPROVALS:

Riannah Reade	Created/Initiated - 4/19/2021
Darcy Ellis	Approved - 4/20/2021
Riannah Reade	Approved - 5/20/2021
Denelle Carrington	Approved - 5/25/2021
Marshall Rudolph	Approved - 7/9/2021
Aaron Holmberg	Approved - 7/9/2021
Amy Shepherd	Approved - 7/12/2021
Jeffrey Hollowell	Final Approval - 7/12/2021

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 16th day of March 2021 an order was duly made and entered as follows:

*Sheriff – Mobile
Relay Associates
Sole-Source
Contract*

Moved by Supervisor Pucci and seconded by Supervisor Roeser to: A) declare Mobile Relay Associates, LLC of Paramount, CA a sole-source supplier of two-way radios/programming, and service provider for a UHF trunked radio system; B) approve contract with Mobile Relay Associates, LLC for their services of providing a UHF trunked radio system for the period of March 9, 2021 through March 9, 2024 in an amount not to exceed \$26.50 per radio, per month, for access on their system, contingent upon adoption of future budgets; and C) authorize the Sheriff or designee to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 16th
Day of March, 2021



CLINT G. QUILTER
Clerk of the Board of Supervisors

A handwritten signature in black ink, appearing to read "Clint G. Quilter", written over a horizontal line.

By: _____

Routing
CC Purchasing Personnel Auditor CAO Other: Sheriff DATE: March 24, 2021

REPEATER AGREEMENT

Mobile Relay Associates, Inc. hereinafter called Company, agrees to furnish the non-exclusive use of the below described station to the undersigned Customer for the full term and amount stated below, and in consideration thereof, Customer agrees to make the full number of payments at the number and amounts stated herein, commencing on the date Company makes the station available.

STATION DESCRIPTION:
 STATION LOCATION:
 CPE SUPPLIER:

SPECIAL PROVISIONS

- This station will operate under a special use permit from the U.S. Forest Service. The permit fee is currently 5% of the annual amount or a minimum of \$30.00/year. The permit fee is subject to change by the U.S.F.S. and will be added to the contract amount.
- Airtime billing will include _____ minutes per month (averaged over the entire radio system) in the base rate. Airtime in excess of that allowance will be billed at _____ cents per minute. Transmissions will be monitored from 7 A.M. to 7 P.M. Monday thru Friday. Unlimited business transmissions will be allowed at other hours at no additional charge.
- Other: See attached "Scope of Work for Inyo County"

TERMS OF PAYMENT:

All payments will be in advance for the services at the rate stated below.

Monthly Rate	Security	Connection Fee	Base No. Units	Rate if Base No. Units Exceeded
\$3,975	Waived	Waived	150	\$26.50 per unit per month

Billing will be prorated to calendar months. The initial "monthly rate" is subject to change by company on a basis provided for in this Agreement.

- a) **Number of Units:** The base number of units stated above is the initial number of units (base, control, mobile, portable) that Customer represents he will use as part of a radio system which includes the above described station. Customer agrees to obtain Company's written approval prior to increasing the number of units above the base number or adding any peripheral equipment such as signaling, tone data or interconnect equipment at which time Customer agrees to pay Company the amount stated above under "Rate if Base No. Units Exceeded", for the remaining term of this agreement. A subsequent reduction of the number of units shall reduce the payment amount provided that Customer averages a minimum number of units equal to the "Base No. Units" during the calendar quarter in which the rate reduction is requested. Unit reduction shall be effective on the next billing cycle. Customer shall have a 6 month "ramp up" period in which to fully implement its new system during which time no minimum units or minimum billing shall apply.
- b) **Connection Fees:** Upon execution of this agreement, Customer agrees to pay the connection fee stated above. The connection fee shall be a one time non-refundable charge. Units added subsequent to the initial connection shall also incur a connection fee equal to the original "Connection Fee" divided by the "Base No. Of Units" times the number of units being added to the system.
- c) **Security Deposit:** The security deposit shall be non-refundable for the term of this agreement. Customer acknowledges that the security deposit shall be received and held by Company as security for the continuing performance of Customer's obligations hereunder. In the event such deposit is utilized by Company at its sole option and discretion, for application to satisfy any obligation of Customer thereunder, application of such security deposit to satisfy such obligations shall not relieve Customer of its continuing obligations, hereunder, nor shall it be interpreted as a waiver of any rights or remedies of Company. At the termination of this agreement, Company shall refund security deposit or any portion thereof not utilized by Company to meet obligations of Customer. Company shall not be under any obligation to retain Customer's security deposit in an interest bearing or other special ear-marked account for the benefit of Customer.
- d) **General Provisions:** The undersigned certifies that he has read and understands all of the terms and conditions on the front and back sides of this agreement, and each party acknowledges receipt of a true copy hereof at the time of execution. All of the terms and conditions on the reverse side hereof are part of this agreement, AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, MODIFICATIONS OR PERFORMANCE GUARANTEES OTHER THAN THOSE EXPRESSLY STATED HEREIN. The parties hereto agree that no subsequent modification, warranty, or waiver shall become valid until and unless it is reduced to writing and signed by Customer and Company.

Company: **MOBILE RELAY ASSOCIATES, LLC.**

Customer: Inyo County

Address: 550 Clay St

City, State Zip: Independence, Ca. 93526

BY Mark J. Abramson DATE 3-24-21
 (Signed)

Phone No: 7608780325 FAX: 7608780389

BY MARK J ABRAMSON TITLE CEO
 (Printed)

BY [Signature] DATE 03/16/21
 (Signed)

This Agreement is Made and Becomes Valid Only When Signed by an Officer of Company

BY Dale Sparks TITLE Representative
 (Printed)
 TIN 95-6005445

e) **Permits, Licenses and Regulations:** Customer agrees and understands that it is customer's responsibility to abide by all Federal, State and local regulations pertaining to the installation and operation of Customer's equipment. Customer agrees to secure at his own expense all licenses and permits required by law or ordinance if any. Customer agrees and understands that changes in rules and policies by agencies or persons other than Company that affect the operation or use of Customer's equipment and of the station are not the Company's responsibility. Customer hereby represents that he has obtained the necessary licenses and permits required to use said station if any, or that he will obtain said licenses and permits prior to any such use. In addition, Customer agrees to provide Company with a copy of its FCC license, license application, FCC assignment of authorization, U.S. Forest Service permits and any other documents required for the use of said station within 30 days of the starting date of this agreement.

f) **Liability:** Customer agrees and warrants that he will indemnify and hold harmless Company from any liability arising from or in connection with Customer's use of the station.

g) **Radio and Telephone Channels:** THERE ARE NO PERFORMANCE GUARANTEES OF ANY KIND UNLESS WRITTEN INTO THIS AGREEMENT.

h) **Coverage and Interference:** Representations concerning the distance at which usable radio signals may be transmitted and received by the station or location thereof shall not be binding upon Company unless reduced to writing and made part of this agreement. Customer is hereby notified that the station is subject to degradation of performance from, but not limited to natural and man-made phenomena such as so called "skip" interference, power line and ignition noise, intermodulation, co-channel interference and interference from users of the same or other radio frequencies. Such interference and noise can be minimized by the addition of corrective devices (at Customer's expense if installed on customer's equipment) suitable for particular locations and installations. Company will make recommendations to the use of such devices, however, complete freedom from noise and interference cannot be guaranteed and no one is authorized to make, on behalf of Company any representations to the contrary. The Company is not responsible for interference due to the above or other causes. Company shall be responsible for installation of any interference filters on company's equipment. THERE ARE NO COVERAGE OR INTERFERENCE GUARANTEES OF ANY KIND UNLESS WRITTEN INTO THIS AGREEMENT.

i) **Title:** Customer shall have no right, title or interest in the station except for the non-exclusive use thereof as expressly set forth in this agreement.

j) **Site Access:** Access to station shall be limited only to Company, its authorized representatives, authorized contractors and the Federal Communications Commission (FCC).

k) **Use:** It is expressly agreed by Customer and Company that: (1) [Reserved]. (2) While using the station, Customer shall be responsible for its proper operation in compliance with FCC rules. (3) Customer hereby consents to the execution of agreements between Company and other parties eligible to share the station under FCC rules, whereby such parties may utilize and share said station with Customer. (4) During the time that Customer is using the station, he shall have the right to exclude other Customers from exercising control of said station. (5) [Reserved] (6) Company has no control over the amount of time that said station will be available for Customer's use and that the amount of time that Customer uses or does not use said station shall in no way alter Customer's obligations to make payments to Company at the stated amount. (7) Customer represents that he has independently ascertained that the station is adequate and proper for Customer's intended use and has entered into this agreement based solely upon said independent investigation, and not by any representation by Company. Any violation of the foregoing terms shall constitute a material breach by Customer, and a default of this agreement.

l) **Failures and Maintenance:** To insure proper performance, Customer will obtain contract service with his C.P.E. Supplier (or other service agency authorized by Company) for the maintenance of its equipment. Customer equipment shall be maintained in proper working condition. Company is not responsible for customer issues caused by Customer's failure to maintain its equipment.

m) **Inspections and Modifications:** Customer agrees to make all radio units available to Company for inspection and/or modifications that are legally required or deemed desirable by Company and at the sole discretion of Company. Customer agrees to make all of his radio equipment available during normal working hours to Company or his agents for such inspections and/or modifications. Customer is responsible for the cost of any modifications that are mandated by the FCC or other legal authority and Company cannot guarantee that such modifications will not degrade the system performance. Company shall not be liable for Customer's loss of use of the vehicle, personnel, radio equipment or consequential damages during such inspections and/or modifications.

n) **Transfer:** In the event that any State, local or Federal governmental agency caused the station

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and/or its location to become unavailable, Company shall make another similar station and/or location available, and such modification of station and/or location shall not affect the obligation of Customer.

o) **[Reserved]**

p) **Default:** If Customer refuses to allow Company to perform or through any act causes Company to be unable to perform or in the event that any payment remains unpaid for a period of 10 days after becoming due, or in the event that Customer is delinquent in any payments to Raycom or Mobile Relay Associates, GP (or any other company that is associated with Company) or if Customer makes an assignment for the benefit of creditors, becomes insolvent or becomes involuntarily or voluntarily bankrupt, or otherwise in default or in violation of any term or provision of this agreement, and fails to correct such default within five (5) days of written notice by Company, Company may declare the entire unpaid balance immediately due and payable with interest thereon at the maximum legal rate. In the event that Customer is in default of any term or condition therein, Company may within five days after mailing notice thereof, disconnect Customer's access to the station and otherwise prevent its use until Customer cures the default, reimburses Company for its costs of collection, and pays Company a re-connection charge. In the event that payment remains unpaid for a period of 45 days after becoming due, Company may disconnect Customer's access to station without notice. **SUCH DISCONNECTION SHALL NOT CAUSE A REDUCTION IN THE NUMBER OF MONTHS OR THE AMOUNTS DUE UNDER THIS AGREEMENT.** In the event suit is brought to enforce any of the terms or provisions hereof, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

q) **Late Charges:** In the event any payment due hereunder shall remain unpaid for a period of ten days or more after the due date of such payment, Company shall be entitled to late charges in an amount equivalent to 2 percent per month for each and every month or portion thereof that such payment remains unpaid.

r) **Notice Provision:** Customer promises to notify Company in writing of each and every network failure and/or malfunction on the part of Company or station by email, return receipt requested, not later than 2 business days after the occurrence of such failure and/or malfunction. Customer also agrees to inform Company of all changes of address, telephone, ownership, contact personnel, location of base station, or company structure within 10 business days after said change.

s) **Assignment:** Should Customer be unable to make further use of the station and shall actually cease making use thereof, as a result of such inability, Customer shall be entitled to assign his rights and obligations hereunder with the express written permission of Company, provided, however, that the assignee shall be subject to the acceptance of Company, which acceptance Company will not unreasonably withhold. Company reserves the right to assign its rights and obligations hereunder.

t) **Paragraph Headings:** The headings of the paragraphs herein are contained for reference and convenience only and should not be interpreted in connection with the actual provisions hereof.

u) **Additional Charges:** Company will render additional billings for the following reasons: (1) License preparation for renewals, modifications, assignments, additions and deletions of Customer's license. (2) Investigation and/or repairing communications problems that are not created by a defect in the Company's equipment including but not limited to deliberate or accidental jamming of the radio channels and failures of Customer's equipment. (3) [Reserved] (4) The FCC, the U.S. Forest Service, any public utility, any frequency coordinator or any other agency requires any fees and/or deposits in connection with the use of the station. Customer agrees to pay all the above fees and/or deposits upon notice.

v) **Rate Adjustments:** The rates in this agreement may be adjusted once each year due to cost increases beyond the control of Company. Should this occur, Company must give Customer 120 days written notice of its intention to adjust said rates including a cost justification acceptable to customer which approval cannot be unreasonably withheld and customer shall have 90 days after receipt of notice to notify Company of their intent not to accept the increased rates and either terminate this agreement or submit this agreement to mediation by a court appointed mediator. This agreement may also be adjusted once each year to compensate for corresponding increases in the consumer price index without notice to Customer starting with the first renewal of this agreement.

w) **Term:** This agreement shall be in effect for a period of five years and will be extended for additional yearly periods unless either party shall give written notice by certified mail (return receipt requested) to the other party of their intention not to extend the term of this agreement as least 90 days prior to the expiration of the initial term of this agreement or any extension thereof. Under no circumstances shall Customer be obligated to less than the full term of this agreement unless Company fails to meet its obligations under the Special Provisions section of this agreement.

x) **Misc. Provisions:** Time is of the essence in this agreement. The waiver of any term, provision

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03/16/21

or default shall not constitute the waiver of any other term, provision or default. This contract is made and is to be performed at the offices of Company at Paramount, Ca. This contract shall be governed by the laws of the State of California. If any part of this agreement shall be adjudged contrary to law, the remaining provisions hereof shall remain in full force and effect. The masculine gender as used herein shall include the feminine and neuter.

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02/16/21

Scope Of Work For Inyo County

Services provided by MOBILE RELAY ASSOCIATES, LLC ("MRA")

RECEITALS:

1. MRA desires to provide for the lease of its Diga-Talk NEXEDGE Digital Network and to ensure queue priority for Inyo County's use thereof; to provide maintenance services required by Inyo County, all on the terms and conditions set forth in this Agreement. MRA represents that it is a professional consultant, experienced in providing the foregoing services to public clients, is licensed in the State of California, and is familiar with the plans of Inyo County.
2. Inyo County desires to engage MRA to provide the use of the MRA Diga-Talk NEXEDGE Digital Network and to render maintenance and related services for Inyo County as set forth herein.
3. The MRA Diga-Talk NEXEDGE Digital Network shall provide the proper radio communications for Inyo County. The network consists of each site, its frequencies, repeaters, wiring, back-up generator and/or battery system, and power sources to keep the site online in a power outage and a sufficient length thereafter; and any other required equipment parts related to each site.

Now therefore, the parties agree as follows which terms shall supersede any standard provision of the MRA repeater agreement. In case of conflict, this document shall prevail:

1. MRA agrees to add complete sites, at MRA's expense, to areas where handheld radio coverage is inadequate and towns/populations justify it and so long as Inyo County provides the space for the site free of rent.
2. County of Inyo requires the highest queue of any user of the NEXEDGE Diga-Talk Network, so that Inyo County shall have priority network access at all times.
3. "Call Contention" is defined in this scope of work as any situation where network resources are inadequate, thus providing for Inyo County to be denied access to the network. This service shall be used by law enforcement and fire department for public safety "first responders" as well as non-emergency services (such as road maintenance, animal control, vector control, etc.). It is essential to public safety operations that the Inyo County avoid a call contention situation. MRA shall provide the highest queue priority on the NEXEDGE Digital Trunking system to Inyo County first responders. MRA shall keep Inyo County on the highest priority level and notify Inyo County immediately in writing if there are plans that would impact Inyo County's exclusive highest priority level for all calls regarding police and fire. MRA must provide Inyo County a minimum

Mark Adams
3-24-21


3/24/21

fifteen (15 days) notice in writing prior to making any system change that would compromise the first responder use of the Diga-Talk Network.

4. MRA shall monitor channel utilization and evaluate when Inyo County requires additional channels. If Inyo County notifies MRA of "interference" or "Call Contention" MRA will investigate and discuss findings with Inyo County before any action is agreed upon.
5. MRA and Inyo County will communicate about radio operations, number of channels, any possible communication access delays experienced by Inyo County users no less than on a quarterly basis.
6. MRA agrees to install network equipment at Rogers Peak if County provides the opportunity using the County's existing contract at the site, and to render maintenance and related services for Inyo County.
7. MRA agrees to provide a 24/7 point of contact to report system outage.
8. MRA agrees to a maximum of a 4-hour response time to start diagnosing any network issue under all circumstances. MRA shall be on-site to county facilities and/or the failed tower site tower site within 24 hours, subject to the ability of MRA to obtain access to the site. A total system outage will require a 2-hour response time to start diagnosing the problem.
9. MRA shall minimally include Conway Summit, Mammoth Lakes, Casa Diablo, Mazourka Peak, Inyo County Offices, Cerro Gordo, El Paso Peak and Ibex Pass as a minimum coverage footprint. MRA shall provide service access to the for all radios on the Nevada/Rebel network. MRA does not control the Nevada/Rebel network until such time as it is merged in the future with the MRA network and cannot guarantee performance of that network.
10. MRA agrees that sites for use by Inyo County on the Diga-Talk Network minimally include Casa Diablo, Mazourka Peak, Inyo County Offices, Cerro Gordo, El Paso Peak and Ibex Pass have at least a secondary IP backup (such as a cellular modem or other method of maintaining a backup circuit). Compliance with this requirement can take up to 6 months after start of this contract.
11. MRA can use the County of Inyo's Mazourka solar building for installation of a site with the following terms:
 - a. MRA pays any fee increase to our lease due to the addition of their equipment.
 - b. MRA follows FCC and Forest Service rules and regulations.
 - c. MRA is liable to fix any damage to the building and/or solar equipment batteries that is related to anything installed by MRA.
 - d. MRA will not hold county liable for anything that happens to MRA's equipment at the site. County will not be responsible for any incurred liabilities for MRA equipment or employees at the site.

Mark Charro
3-24-21


03/16/21

- e. MRA maintains/services/keeps working including necessary parts, the county's solar system/batteries to an acceptable level to power our two repeaters. MRA can use the remainder of any available power/system.
 - f. MRA is not responsible to repair the building or replace the solar system or its components that are subject to damage from outside sources such as vandalism, theft or acts of God not related to anything installed by MRA. MRA shall perform all acts within its abilities to facilitate repair under such circumstances but cannot be held responsible for such items.
 - g. If MRA separates from being an Inyo County's radio provider, MRA will remove their equipment at the County's request and the prior agreement will be terminated with at least 90 day notice to be given.
12. MRA to provide flat/fixed subscription rate of \$26.50 per month, per radio billed monthly for radios active on the network.
- a. MRA will delete non-active radios on the network at the County's request with 30-days notice.
 - b. MRA will extend the same subscription rates we pay, for Inyo County public safety partners (local fire departments and/or City of Bishop Police) that we add later to our account or if they become a separate customer.
 - c. MRA will not increase the subscription rate during the period of the contract per the terms of the MRA agreement section v.
13. MRA guarantees that the Diga-Talk Network will be compatible with Kenwood 15-bit built-in encryption, DES 56-bit encryption or AES 256-bit encryption for all talk groups and radios. Some Kenwood radios require a hardware module that needs to be installed in the radio and some Kenwood radios require an encryption key at an additional cost for DES or AES encryption.
14. MRA agrees to provide access to 3 simplex channels that are FCC licensed at least throughout Inyo County for use where there is no network coverage.
15. MRA agrees to provide adequate number of talk-groups for the County at least up to five (5) for 150 subscriber radios and at least up to 15 talk-groups for 300 subscriber radios.



03/16/21

AMENDMENT NUMBER 1
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Mobile Relay Associates, Inc.
FOR Repeater Agreement

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Mobile Relay Associates, Inc. (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated March 16, 2021, for the term from March 9, 2021 through March 9, 2024.

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

WHEREAS, the original Agreement is attached hereto.

County and Contractor hereby amend such Agreement as follows:

Amend TERMS OF PAYMENT as follows:

Monthly Rate changes from \$3975 per month to \$6625 per month and number of base units changes from 150 to 250.

/// NOTHING FOLLOWS ///

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

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
Mobile Relay Associates, Inc.
FOR Repeater Agreement

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Mark J. Abrams
Signature

MARK J ABRAMS
Type or Print

Dated: MAY 25, 2021

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

QUOTATION
116002818

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

Date: 04/14/2021		Customer Rep: Joyce Peters		Terms: Net 15	
Qty	Item	Description	Unit Price	Extended	
23	NX-800K	Kenwood NXDN Digital Trunked 450-520 MHz 30W 128 Zone Mobile	518.00	11,914.00	
23	KWD-NX2G-10	Kenwood License Key, Gen2 Enhanced Option for NX-*00/*10/*11/*20 Portables & Mobiles	11.90	273.70	
23	KRK-10	Remote Mount Kit For NX-800 (With 23' Cable)	74.90	1,722.70	
41	NX-5800K	Kenwood UHF (450-520MHz), 45W,NXDN Conventional type-C trunking	700.00	28,700.00	
4	NX-5800BK	UHF 45W, 450-520MHz RF deck only	514.50	2,058.00	
4	KCH-21RM	JVC/Ken control head for long cable portable	710.50	2,842.00	
4	KCT-77M2	JVC/Ken remote control cable for KCH21RM (17feet)	130.90	523.60	
4	NX-800K	Kenwood NXDN Digital Trunked 450-520 MHz 30W 128 Zone Mobile	515.00	2,060.00	
4	KWD-NX2G-10	Kenwood License Key, Gen2 Enhanced Option for NX-*00/*10/*11/*20 Portables & Mobiles	11.90	47.60	
16	NX-5300K3	Kenwood UHF (450-520MHz) 5W, NXDN Conventional TYPE-C Trunking (Full-key)	625.10	10,001.60	
16	Misc.	BPKNB48LI-48 7.2V / 4800 mAh / 34.6 Wh / Li-Ion	91.28	1,460.48	
57	RL15	Normal Dash Mount Installation	160.00	9,120.00	
94	RDRP	Redefine Radio Parameters	25.00	2,350.00	

Subtotal : \$73,073.68
 Tax : \$4,774.30
 Total Quote : \$77,847.98

**CONTRACT BY AND BETWEEN
THE COUNTY OF INYO
and
MOBILE RELAY ASSOCIATES, INC., CONTRACTOR
for the
RADIO TOWER UPGRADE AND INSTALLATION PROJECT**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, 07/20, 2021, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Mobile Relay Associates, Inc. (hereinafter referred to as "CONTRACTOR"), for the construction or removal of the **RADIO TOWER UPGRADE AND INSTALLATION PROJECT** (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

1. SERVICES TO BE PERFORMED. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the Scope of Work contained within Attachment 3 within the Time for Completion set forth for:

Title: **RADIO TOWER UPGRADE AND INSTALLATION PROJECT**

2. TIME OF COMPLETION. Project work shall begin within 60 calendar days after full execution of the Contract by all parties and shall continue until all requested services are completed. Said services shall be completed no later than 12/31/2021.

3. PAYMENT/CONSIDERATION. For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of: one hundred eighty-six thousand nine hundred eighty-eight dollars and thirty-one cents (\$186,988.31). Invoicing to be net 30 days after job is substantially complete and accepted. The parties anticipate that there may be a few features that take some time to implement due to complexity. In such a case, CONTRACTOR will invoice for the work completed and accepted in lieu of the entire job until the job is complete.

4. STANDARD OF PERFORMANCE. Contractor represents that he/she is qualified and licensed to perform the work to be done as required in this Contract. County relies upon the representations of Contractor regarding professional and/or trade training, licensing, and ability to perform the services as a material inducement to enter into this Contract. Acceptance of work by the County does not operate to release Contractor from any responsibility to perform work to professional and/or trade standards. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract. Contractor shall perform all services required by this Contract in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to

the County shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in Contractor's profession and/or trade.

5. INDEPENDENT CONTRACTOR. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor, nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching the County's objectives in entering this Contract.

Contractor is an independent contractor, not an employee of County or any of its subsidiaries or affiliates. Contractor will not represent him/herself to be nor hold her/himself out as an employee of County. Contractor acknowledges that s/he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to County's employees. The consideration set forth in Paragraph 3 shall be the sole consideration due Contractor for the services rendered hereunder. It is understood that County will not withhold any amounts for payment of taxes from the Contractor's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be Contractor's sole responsibility. Contractor shall indemnify and hold County harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from Contractor's compensation.

6. ASSIGNMENT AND SUBCONTRACTING. The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any and/or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent of the County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor, nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor, unless otherwise required by law.

7. INSURANCE INDEMNIFICATION. 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 Contractor, 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.

8. INSURANCE. For the duration of this Agreement, Contractor shall procure and maintain insurance of the scope and amount specified in Attachment 2 and with the provisions specified in that attachment.

9. POLITICAL REFORM ACT. Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the County or of any County official, other than normal Contract monitoring; and
- b. Possesses no authority with respect to any County decision beyond rendition of information, advice, recommendation or counsel [FPPC Reg. 18700(a)(2)].

10. COMPLIANCE WITH ALL LAWS.

Performance Standards: Contractor shall use the standard of care in its profession and/or trade to comply with all applicable federal, state and local laws, codes, ordinances and regulations that relate to the work or services to be provided pursuant to this Contract.

a. Safety Training:

i. Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CAL OSHA; and

ii. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites; and

iii. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Contract shall require each subcontractor working with employees to comply with the requirements of this section.

b. Child, Family and Spousal Support reporting Obligations:

i. Contractor shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.

c. Nondiscrimination:

i. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of membership in a protected class which includes any class recognized by law and not limited to race, color, religion, sex (gender), sexual orientation, marital status, national origin (Including language use restrictions), ancestry, disability (mental and physical, including HIV and Aids), medical Conditions (cancer/genetic characteristics), age (40 and above) and request for family care leave.

ii. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant thereto.

11. LICENSES. Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required

of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its and/or profession.

12. PREVAILING WAGE. Pursuant to **Section 1720 et seq. of the Labor Code**, Contractor agrees to comply with the Department of Industrial Relations regulations, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced but not printed in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request. Contractor agrees to comply with County and the Department of Industrial Relations regulations in submitting the certified payroll.

13. CONTROLLING LAW VENUE. This Contract is made in the County of Inyo, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Inyo.

14. WRITTEN NOTIFICATION. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, et cetera, shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County: County of Inyo
Sheriff's Department
Attn: Lt. Jared Sparks
550 S. Clay St.
PO Drawer S
Independence, CA 93526

If to Contractor: Mobile Relay Associates, Inc.
15330 Vermont Ave.
Paramount, CA 90723

15. AMENDMENTS. This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by Inyo County Counsel.

16. WAIVER. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

17. TERMINATION. This Contract may be terminated for the reasons stated below:

a. Immediately for cause, if either party fails to perform its responsibilities under this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract. If termination for cause is given by either party to the other and it is later determined that the other party was not in default or default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph “b” of this section; or

b. By either party without cause upon fifteen (15) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination; or

c. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.

18. TIME IS OF THE ESSENCE. Time is of the essence for every provision.

19. SEVERABILITY. If any provision of this Contract is held to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

20. CONTRACT SUBJECT TO APPROVAL BY BOARD OF SUPERVISORS. It is understood and agreed by the parties that this Contract is subject to the review and approval by the Inyo County Board of Supervisors upon Notice and Public Hearing. In the event that the Board of Supervisors declines to enter into or approve said Contract, it is hereby agreed to that there is, in fact, no binding agreement, either written or oral, between the parties herein.

21. ATTACHMENTS. All attachments referred to are incorporated herein and made a part of this Contract.

22. EXECUTION. This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties. In approving this Contract, it shall not be necessary to produce or account for more than one such counterpart.

23. ENTIRE AGREEMENT. This Contract, including the Contract Documents and all other documents which are incorporated herein by reference, constitutes the complete and exclusive agreement between the County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have each caused this Contract to be executed on its behalf by its duly authorized representative, effective as of the day and year first above written.

COUNTY

CONTRACTOR

COUNTY OF INYO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT 1

AGREEMENT BETWEEN THE COUNTY OF INYO AND MOBILE RELAY ASSOCIATES, INC. FOR THE RADIO TOWER UPGRADE AND INSTALLATION PROJECT

TERM:
FROM: 07/20/2021 TO: 12/31/2021

SCOPE OF WORK

MRA/Raycom will perform the following work for Inyo County:

- a. Replacement of repeater equipment at various mountain top locations. Inyo county requested to replace their older Motorola radio equipment with newer state of the art Kenwood repeaters.
 1. Each repeater is located at a different mountain top location in the Eastern Sierra area. This includes the following sites and areas:
 - i. **El Paso Peak** – covering the Ridgecrest area
 - ii. **Cerro Gordo** – covering the Long Pine, Cartago, Grant and Olancho areas
 - iii. **Mazourka Peak** – covering the Independence, Lone Pine, Big Pine and Bishop areas
 - iv. **Rogers Peak** – covering Panamint, Panamint Springs, Death Valley, Badwater, Ashford Mills, Beatty Junction, Lane Mill and many areas of the SE portion of Inyo County
 - v. **Ibex Peak** – covering Highway 127 from Barstow to Shoshone and Highway 178 heading into Death Valley and portions of the Chicago Valley.
 - vi. **Silver Peak** – covering Bishop, Big Pine, US395 from Manzanar to Mammoth and US6 from Bishop heading north to almost the Nevada border.
 2. Equipment will be programmed and tested prior to delivery to the site to replace the site equipment.
 3. Equipment will be installed at each site replacing the existing repeater with a new repeater and reusing the existing antenna and feed line unless our tests indicate that there is something wrong with the antenna system at which time we will attempt to repair the problem. If the problem requires replacement of an antenna or feedline or we do not have the parts with us to perform the repair, we will return another day to perform the repair. Cable and/or antenna replacement will be performed professionally. Cables will be properly installed and clamped down. The use of proper grounding techniques will be used and lightning arrestors will be installed as appropriate if replacement is required. One site per day is currently planned.

4. Only the repeater will be replaced at each site except for El Paso Peak which will be moved to a different building. The new antenna and cable will be installed at the new building. After that is accomplished, we will install the new repeater. Afterward, the duplexer will be removed from the old site and moved to the new site. New cables will be used if the existing cables are too short, have the incorrect connectors or is of inferior quality necessitating replacement. Estimated downtime for the site will be a maximum of 30 minutes.
 5. Invoicing to be net 30 days after installation is complete and acceptance of the work provided all sites are accessible and we are not prevented from finishing the job due to circumstances beyond our control. In such case, we will invoice for the work completed and accepted.
- b. Replacement of dispatch consoles in the main dispatch center at 550 Clay Street in Independence, Ca. The following is the procedure that we plan to follow:
1. A temporary dispatch will be set up to facilitate changeout of the existing console system so that there is a way to dispatch even if the existing console is out of service.
 2. The new dispatch console consists of two positions and a server. The new server will be set up while the existing console is still working.
 3. The new dispatch positions will be set up and connected to the server while the existing console is still in service. Console configurations are software controlled and will be configured to the desires of dispatch to the maximum extent possible.
 4. Dispatch will be changed over to the temporary dispatch equipment that was set up earlier in the process.
 5. After the new console hardware is configured and operational, the existing console will be removed and replaced with the new hardware.
 6. The new console equipment will be moved into its permanent position while dispatch is using the temporary dispatch equipment.
 7. The new console will be connected and activated while dispatch continues to use the temporary dispatch equipment.
 8. After the new equipment is in place and operational, dispatch will be switched over to the new console.
 9. Provided everything appears to be fully functional, the temporary dispatch will be removed.
 10. Invoicing to be net 30 days after job is substantially complete and accepted. There may be a few features that take some time to implement due to complexity. In such a case, we will invoice for the work completed and accepted in lieu of the entire job until the job is complete.

ATTACHMENT 2

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
MOBILE RELAY ASSOCIATES, INC.
FOR THE RADIO TOWER UPGRADE AND INSTALLATION PROJECT**

TERM:
FROM: 07/20/2021 TO: 12/31/2021

SEE ATTACHED INSURANCE PROVISIONS



County of Inyo



Sheriff

CONSENT - ACTION REQUIRED

MEETING: July 20, 2021

FROM: Office of the Sheriff

SUBJECT: Sale of Duty Weapon and Badge

RECOMMENDED ACTION:

Sheriff - Request Board: A) determine that Deputy Joseph Seaton's duty weapon is no longer required for public use pursuant to Inyo County Code Section 6.28.040.B; and B) pursuant to Penal Code Section 26615, authorize Sheriff Hollowell to sell a Glock Model 22 and badge to Retiring Deputy Joseph Seaton for fair market value.

SUMMARY/JUSTIFICATION:

Deputy Joseph Seaton was hired in February 2002 as a Deputy. Deputy Seaton has honorably served Inyo County Sheriff's Office for over 11 years. Deputy Seaton intends to retire effective July 21, 2021, and has requested to purchase his Department-issued Glock Model G-22, Serial Number MBR811, and his badge. This firearm and badge are no longer required for public use.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

County Counsel

FINANCING:

The revenue will be posted to Budget# 022700 - SHERIFF - GENERAL Object# 4936 Misc Sales

ATTACHMENTS:

APPROVALS:

Riannah Reade
Darcy Ellis
Amy Shepherd
Marshall Rudolph

Created/Initiated - 7/7/2021
Approved - 7/7/2021
Approved - 7/9/2021
Approved - 7/9/2021

Jeffrey Hollowell

Final Approval - 7/9/2021



County of Inyo



Sheriff

CONSENT - ACTION REQUIRED

MEETING: July 20, 2021

FROM: Office of the Sheriff

SUBJECT: Interagency Assistance Mutual Aid and Joint Training Agreement

RECOMMENDED ACTION:

Request Board approve the Interagency Assistance Mutual Aid and Joint Training Agreement between the County of Inyo and The City of Bishop and Mono County for the provision of interagency assistance mutual aid, contingent upon the Board's approval of future budgets, and authorize the Chairperson, the Sheriff, and the District Attorney to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

The attached mutual aid agreement will allow for Law Enforcement Agencies to utilize personnel, equipment, and resources in the event of a natural or man-made disaster. The agreement provides for a regional approach to Law Enforcement needs during events requiring mutual aid and coordination of regional training events pertaining to disasters.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The County previously entered into a mutual aid agreement in 2015. The agreement was outdated and needed to be revised and improved.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Deny the agreement and continue utilizing only County personnel and resources.

OTHER AGENCY INVOLVEMENT:

District Attorney
Risk Manager
County Counsel
Board of Supervisors
City of Bishop
County of Mono

FINANCING:

N/A

ATTACHMENTS:

1. Mutual Aid Interagency Agreement

APPROVALS:

Darcy Ellis	Created/Initiated - 7/13/2021
Riannah Reade	Approved - 7/13/2021
Marshall Rudolph	Approved - 7/13/2021
Amy Shepherd	Approved - 7/13/2021
Aaron Holmberg	Approved - 7/13/2021
Tom Hardy	Approved - 7/15/2021
Jeffrey Hollowell	Final Approval - 7/15/2021

Interagency Assistance Mutual Aid and Joint Training Agreement

This Mutual Aid and Joint Training Agreement made and entered into by and between the County of Inyo on behalf of its Sheriff's Department and District Attorney's Office, the City of Bishop on behalf of its Police Department, and Mono County, on behalf of its Sheriff's Department.

Whereas, the law of the State of California provides that each public entity within the State of California is empowered to make and enter into Mutual Aid Agreements with other contiguous public entities within the State to more effectively allocate law enforcement and other public safety services during emergency situations;

Whereas, the undersigned public entities that are parties to this Mutual Aid Agreement must confront numerous threats to public health and safety, including but not limited to natural or manmade disasters;

Whereas, none of the law enforcement agencies party to this Agreement possess all of the necessary resources to cope with every possible law enforcement emergency or disaster by themselves, and an efficient, effective response can best be achieved by the application and leveraging of the collective resources of these law enforcement agencies both through joint training and joint response;

Whereas, the parties to this Agreement have determined that it is in their collective best interest to develop and implement comprehensive preparedness plans and conduct joint training exercises in advance of a sudden and immediate need to enhance the efficiency and effectiveness of their response to any emergency or disaster;

Whereas, it is desirable that each of the parties hereto should voluntarily aid and assist each other in the event that an emergency situation should occur by the interchange of law enforcement services; and

Whereas, it is necessary and desirable that a Mutual Aid Agreement be executed for the interchange of such mutual assistance and training on a local, county, and/or regional basis.

Now, therefore, it is hereby agreed by and between each and all of the parties hereto as follows;

Article I: Definitions

Assisting Agency: A law enforcement agency providing law enforcement manpower, equipment, and resources to a law enforcement agency from another jurisdiction which is participating in the regional Mutual Aid and that has requested assistance to confront an emergency.

Requesting Agency: A law enforcement agency under an emergency condition that has requested assistance from a law enforcement agency participating in the regional Mutual Aid

Emergency: Any occurrence, or threat thereof, whether natural or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population, substantial damage to or loss of property, or substantial harm to the environment and is beyond the capacity of an individual agency to effectively control.

Mutual Aid: A prearranged written agreement and plan whereby assistance is requested and provided between two or more jurisdictions during an emergency under the terms of the Agreement.

Staging Area: A location identified outside the immediate emergency area where law enforcement equipment and personnel assemble for briefing, assignment, and related matters.

Authorized Representative: The chief executive officer of a participating law enforcement agency, or his or her designee, who has authorization to request, offer, or provide assistance under the terms of this Agreement.

Period of Assistance: The period beginning with the departure of personnel and/or equipment of the assisting party from any point for the purpose of traveling to provide assistance exclusively to the requesting agency and ending on the return of all the assisting party's personnel and equipment to their regular place of work or assignment, or as otherwise terminated through written or verbal notice of the designated agency official by the designated official of the assisting party.

Joint Training Exercise: An event planned by a party or parties to this Agreement for the purpose of providing experience and skills to employees or volunteers of their agency potentially involved in the provision of mutual aid under this Agreement and in which employees or volunteers of more than one party to this Agreement participate.

Article II: Terms of the Agreement

1. Each party agrees that in the event of an emergency, the assisting agency will furnish such personnel, equipment, facilities, or services as are available, provided that such actions would not unreasonably diminish its capacity to provide basic law enforcement services to its own jurisdiction. (See Exhibit 1)
2. Each party shall designate the appropriate official within its jurisdiction who has the legal authority to bind its jurisdiction to this Agreement and who shall sign this Agreement.
3. To invoke assistance under the provisions of this Agreement, the designated official from the requesting agency shall be required to contact the designated official of the assisting agency in person, by telephone, in writing, or e-mail. The assisting agency may request such information from the requesting agency as is necessary to confirm the emergency and to assess the types and amounts of assistance that shall be provided.
4. During an emergency, all personnel from assisting agencies shall report to and work under the direction of the designated incident commander. Personnel from either the requesting or the assisting agency may receive supervision from any command personnel from the combined participating localities if authorized by the incident commander or his or her designee in the incident command structure, depending on identified needs and available resources deemed most qualified to meet mission goals and objectives. Tactical teams (e.g., bomb disposal, canine teams, special weapons, and tactics units) shall operate under the direction of their tactical commander once they are authorized to undertake assignments.
5. Personnel responding to a call for assistance outside their appointed jurisdiction shall have those law enforcement powers provided for by state law.

6. In any emergency where the Mutual Aid Agreement has been invoked, radio communications should be established between all the parties, where possible, using the local public mutual aid radio system or other shared communication system.
7. Joint training exercises are subject to the terms of this Agreement.
8. Worker's Compensation, Liability, Property Damage
 - a. **Workers' Compensation Coverage:** Each public entity will provide workers' compensation coverage for its employees and is responsible for complying with the State of California Workers' Compensation Act. Coverage under this Act may be obtained (1) by a policy with an insurance company licensed to do business in the State of California, (2) by being a qualified self-insured, or (3) by being a member of a group self-insurance association. Each public entity should understand that workers' compensation coverage does not automatically extend to volunteers. Each public entity may obtain accident insurance for any volunteer at the locality's discretion. Workers' compensation coverage for certain volunteers (e.g., volunteer firefighters, volunteer lifesaving or volunteer rescue squad members, volunteer law enforcement chaplains, auxiliary or reserve law enforcement officers, auxiliary or reserve deputy sheriffs, volunteer emergency medical technicians, and members of volunteer search and rescue organizations) may be obtained by adding this exposure to the locality's workers' compensation coverage. As an alternative, the individual volunteer agency may obtain workers' compensation insurance coverage for this exposure. Each entity shall obtain workers compensation waiver of subrogation endorsements in favor of the other entities for all activities (including trainings) related to this mutual aid agreement.
 - b. **Automobile Liability Coverage:** Each public entity is responsible for its own actions and is responsible for complying with the State of California motor vehicle financial responsibility laws. Coverage under these laws may be obtained (1) by a policy with an insurance company licensed to do business in the State of California, (2) by being a qualified self-insured, or (3) by being a member of a group self-insurance association. Each public entity agrees to obtain automobile liability coverage with at least \$1,000,000 combined single limit and coverage extended to owned, non-owned, and hired vehicles. It is understood that the public entity may include in the emergency response volunteer agencies that have motor vehicles titled in the name of the volunteer company. It is the responsibility of the public entity to determine if the volunteer company has automobile liability coverage as outlined in this section. This provision is met by being a qualified self-insured or by being a member of a group self-insurance association.
 - c. **General Liability, Public Officials Liability, and Law Enforcement Liability:** To the extent permitted by law and without waiving sovereign immunity, each party to this Agreement will be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions and the actions of its personnel in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each public entity agrees to obtain general liability with at least a \$1,000,000 combined single limit. Each public entity agrees to obtain public official liability coverage and law enforcement

liability coverage with at least a \$1,000,000 combined single limit. These coverages may be obtained (1) by a policy with an insurance company licensed to do business in the State of California, (2) by being a qualified self-insured, (3) by being a member of a group self-insurance association, [or (4) by any insurance plan administered through the Agency's Risk Management.]

9. Each Party shall develop and update on a regular basis a plan providing for the effective mobilization of its resources and facilities which may arise from its obligations under this agreement.
10. Interagency assistance plans shall be developed and updated on a regular basis by the parties hereto and are operative between the parties in accordance with the provisions of such plans.
11. The parties agree to meet on a regular basis to review all interagency assistance plans and the provisions of this Agreement.
12. This agreement shall become effective as to each party when approved and executed by that public entity and shall supersede and replace in its entirety any prior Interagency Mutual Assistance Agreement entered into among the Inyo County Sheriff's Department, Inyo County District Attorney, Bishop Police Department and Mono County. The Agreement shall remain in effect as between each party until participation in this Agreement is terminated by the party in writing. Any party to this Agreement may terminate participation in this Agreement upon 30 days' written notice addressed to the designated public official of each of the other signatory public entities that are parties to this Agreement.
13. The execution of this Agreement shall not give rise to any liability or responsibility for failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

INYO COUNTY:

By _____
Sheriff Jeff R. Hollowell

Dated: _____

By: _____
District Attorney Tom Hardy

Dated: _____

MONO COUNTY:

By _____
Sheriff Ingrid Braun

Dated: _____

By _____
Jeff Griffiths, Board Chair

By: _____
Jennifer Kreitz, Board Chair

Dated: _____

Dated: _____

Approved as to form:

Approved as to form:

Marshall Rudolph
County Counsel

Stacey Simon
County Counsel

Dated: _____

Dated: _____

Approved by Risk Management:

Approved by Risk Management:

CITY OF BISHOP:

By: _____
Police Chief Josh Ellsworth

Dated: _____

By: _____
Stephen Muchovej, Mayor

Dated: _____

Approved as to form:

Dean J. Pucci
City Attorney

Dated: _____

EXHIBIT #1

Mutual Aid Request deployments shall follow the procedures set forth in the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS), utilizing the Incident Command System.

Mutual Aid Request deployments outside of the respective Operational Area for any party to this MOU shall follow the California Emergency Services Act, California Government Code Sections 8550 to 8690.7, the Interstate Civil Defense and Disaster Compact (1951) (Gov. Code 177 to 178.5), and the Emergency Management Assistance Compact (2005) (Gov. Code 179 to 179.9).

Nothing in this agreement shall preclude the Sheriff's Joint Special Enforcement Detail team from responding to a mutual aid request from a neighboring (contiguous) County or Agency.

Actions taken by individual personnel shall be subject to the policies and procedures of their respective individual departments, to include the appropriate Use of Force policies.

Specialized units shall meet the standards of training, as recommended by the Commission on Peace Officer Standards and Training for such units.

1. Crisis Response Unit

a. Special Weapons and Tactics (SWAT) Team

- i. Members of the Inyo County SED team shall train with each other and meet the standards established by the California Commission on Peace Officer Standards and Training for a Level III SWAT Team.

b. Crisis Negation Team (CNT)

- i. Members of the Inyo County Sheriff's CNT shall train and meet the standards established by the California Commission on Peace Officer Standards and Training.



County of Inyo



Probation

DEPARTMENTAL - ACTION REQUIRED

MEETING: July 20, 2021

FROM: Jeffrey Thomson

SUBJECT: Proclamation declaring week of July 18th through July 24th, 2021 as Probation Services Week in Inyo County.

RECOMMENDED ACTION:

Request Board approve a proclamation declaring July 18-24, 2021 as Probation Services Week in Inyo County.

SUMMARY/JUSTIFICATION:

The week of July 18th through 24th, 2021 is being proclaimed Probation Services Week throughout California. The attached proclamation is submitted for your Board's consideration to join other jurisdictions in recognizing the many men and women who are probation professionals who are responsible for helping offenders successfully reenter our society as productive individuals.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

1. Inyo Probation Services Week Proclamation 2021

APPROVALS:

Krystal Leonard
Darcy Ellis

Created/Initiated - 6/21/2021
Approved - 6/21/2021

Krystal Leonard
Jeffrey Thomson

Approved - 7/2/2021
Final Approval - 7/2/2021



**PROCLAMATION OF THE BOARD OF SUPERVISORS
COUNTY OF INYO, STATE OF CALIFORNIA PROCLAIMING
THE WEEK OF JULY 18th THROUGH 24th, 2021 PROBATION SERVICES WEEK IN INYO COUNTY**

COMMUNITY, PRIDE, AND PROGRESS

WHEREAS, the Inyo County Probation Department recognizes that its employees are the most valuable resource in promoting positive change to the most vulnerable youth and adult populations and encourages innovation, motivation, and education within; and

WHEREAS, the Inyo County Probation Department is committed to treating every individual with respect, dignity, and professionalism no matter who they are, where they came from, or what their background is; and

WHEREAS, ICPD professionals worked together with other County employees to provide support to all community members during a public health emergency by offering security and essential services while they continued to provide the highest level of care and supervision possible to their probation clients and families; and

WHEREAS, Inyo County Probation Officers are highly trained professionals who have the ability to promote prevention, intervention and advocacy in the interest of public safety through the use of best practices; and

WHEREAS, these professionals work tirelessly with local public safety departments and their communities to help offenders change their thinking and behaviors so that they can lead productive lives; advocate for graduated sanctions; reintegrate offenders to our communities with referrals to treatment services and programs; help facilitate reunification with families; and to provide case management services to help them move forward in creating a better future for themselves; and

WHEREAS, ICPD professionals hold their clients accountable while *Restoring Trust and Creating Hope* for them to become successful individuals to their community and to their families; and

WHEREAS, ICPD professionals help bridge the gap between law enforcement and community supervision for those who are involved in the justice system by showing them respect, treating them as valued individuals, and maintaining their trust.

WHEREAS, ICPD probation professionals are hardworking and dedicated public servants who day in and day out make service to their community a priority as they continue to meet and overcome the many sophisticated and complex challenges of new laws and an ever changing world; and

WHEREAS, Probation Services Week is a time for the people of Inyo County to recognize the great men and women who work for the Probation Department; and that probation is the linchpin of the criminal and juvenile justice systems in Inyo County and could not operate without the hard work and dedication these professionals exhibit each day by providing support mechanisms to assist the people they supervise in becoming law abiding citizens, good neighbors, and contributors to our society.

NOW THEREFORE, the Inyo County Board of Supervisors join with other communities and the Nation in honoring these outstanding public servants by declaring the week of July 18th through 24th, 2021 as Probation Services Week in Inyo County.

PASSED AND PROCLAIMED by the Inyo County Board of Supervisors, this 20th day of July, 2021.

Attest: *CLINT G. QUILTER*
Clerk of the Board

by: _____
Darcy Ellis, Assistant

Jeff Griffiths, Chairperson
Inyo County Board of Supervisors



County of Inyo



Board of Supervisors

DEPARTMENTAL - ACTION REQUIRED

MEETING: July 20, 2021

FROM: Supervisor Jennifer Roeser

SUBJECT: Letter to Suddenlink Regarding Service Issues

RECOMMENDED ACTION:

Request Board consider and approve a letter to Suddenlink Communications (Altice) summarizing issues related to its broadband service in our region which require attention and resolution.

SUMMARY/JUSTIFICATION:

Residents of the Fourth District have been reaching out to convey their concerns and general dissatisfaction with the services - or lack thereof - being provided locally by Suddenlink Communications. As it turns out, this very topic was on the Mono County Board of Supervisors agenda for July 6, when the Mono Board considered and approved a collaborative letter to Suddenlink drafted by staff from Mono, Placer, and Nevada counties and the cities of Truckee and Mammoth Lakes, which are all experiencing issues similar those being experienced in Inyo County (letter attached).

These issues essentially revolve around three topics: Customer Service Issues; Technical Issues; and Broadband Service Issues.

Between letters, emails, calls, and private messages on social media, I alone have received more than 140 complaints about Suddenlink services since taking office in January.

Based in part on the volume of complaints arising from my constituents - and I assume residents countywide - it is clear that more needs to and should be done to ensure local residents in our rural area receive services as promised. It is also clear by state and national developments that it is no longer acceptable for residents and businesses in "underserved" rural areas to not have access to reliable high-speed broadband. Eastern Sierra customers' ability to effectively participate in 21st century communications are further stymied by a lack of local staff, Suddenlink's unwillingness to commit to specific steps to improve its service or to provide a specific timetable for improvements, and inability or outright failure to successfully address technical issues.

I recommend approving and sending the attached letter, which will memorialize Inyo County's concerns and, by way of copy, urge the California Public Utilities Commission to explore using its regulatory authority to compel Suddenlink to improve its service and our State Legislators to investigate legislative fixes.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board may decide against sending the letter, request additional information, or edit language in the letter.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

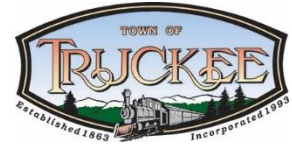
ATTACHMENTS:

1. Mono, Placer, Nevada, Mammoth Lakes, and Truckee Letter to Suddenlink
2. Draft Inyo County Letter to Suddenlink 07.20.21

APPROVALS:

Darcy Ellis
Jennifer Roeser

Created/Initiated - 7/15/2021
Final Approval - 7/15/2021



July 7, 2021

Dexter Goei, Chief Executive Officer,
Hakim Boubazine, President of Telecommunications & Chief Operating Officer
Robert Hoch, Senior Counsel, Government Affairs
Brad Ayers, Senior Director of Government Affairs
Altice USA/Suddenlink

Re: REQUEST FOR FURTHER ACTION TO ADDRESS SERVICE SHORTFALLS

Dear Messrs. Goei, Boubazine, Ayres and Hoch:

The Counties of Mono, Placer and Nevada, and the Towns of Mammoth Lakes and Truckee, in the Sierra Nevada region of California, collectively write this letter to summarize issues related to Altice/Suddenlink's ("Suddenlink") broadband service in our region which require attention and resolution. Each of these issues has been discussed between our agencies' staff and representatives of Suddenlink over the past 4-5 years, including most recently in online meetings organized by the County of Placer and attended by representatives of the California Public Utilities Commission (CPUC) and Suddenlink.

We appreciate the time that Suddenlink representatives have spent listening to and attempting to address service and infrastructure issues, but believe that it is important to memorialize our concerns in writing, with background where possible, and to also share this information with State of California representatives responsible for regulating and legislating broadband service so that solutions can be identified and implemented. The issues we seek to have resolved can generally be broken down into two categories: customer service and infrastructure.

1. CUSTOMER SERVICE ISSUES

- Inadequate call center – lack of knowledge over local circumstances: Suddenlink customers in our region experience significant issues when calling the customer service center which has been centralized, rather than having local representatives. The result is long wait times before being able to speak to a representative who typically lacks awareness of the local network environment and generally is unable to assist. Many customers complain of rude customer service technicians.
- Inadequate capacity to provide on-site service: Suddenlink reduced the number of technicians in the field and stratified teams based on knowledge or capacity. As a result, customers experience long lead-times (sometimes as long as two weeks) for issues requiring

in-person support. Often when technicians do arrive, they are incapable of resolving customer issues, frequently pointing to larger or more systemic outside plant issues which require support from a different SuddenLink team (requiring another long wait).

- Failure to appear when scheduled: Customers regularly report that Suddenlink provides large time windows (sometimes up to 8 hours in length) during which their techs may arrive. Despite customers arranging their day around the need to meet a tech, often the tech will not arrive. This can happen multiple times, resulting in significant inconvenience and frustration for the customer and a longer wait time for an issue to be fixed.
- Lack of in-person Customer Service Centers: Suddenlink made the decision to close Customer Service Centers in Mammoth Lakes and Bishop which were used by individuals to receive equipment and make payments – this was particularly important for low-income customers who often do not have access to credit or online banking. Though the Bishop Customer Care Center has re-opened, the Mammoth Lakes branch remains closed requiring a 90-120-mile round-trip (depending on where the customer lives) drive to Bishop for Mono County residents.
- Rate increases: Despite all of the issues identified above, Suddenlink continues to increase rates. The company offers low rates to get new customers in the door, then raises them annually unless/until the customer complains. Despite the raised rates, little investment is being made back into the local network, technicians, or customer care creating a cascading set of issues.
- Inability to deliver on Service Level Agreement (SLA) for business customers: Business owners are encouraged or required to sign up for a commercial Suddenlink account in order to access appropriate plans and have assurances tied to a Service Level Agreement. However, Suddenlink is unable to comply with its own obligations under the SLA which, among other things, provides for same-day resolution of issues. Many businesses complain of having to wait more than a full day for issue resolution, resulting in loss of sales and other financial impacts. There is no remediation by Suddenlink for these damages.
- No Customer Service Standards: Staff from all five agencies have been requesting copies of Suddenlink's customer service standards for more than four years and have not yet received them. Customer service standards are required under California's Digital Infrastructure and Video Competition Act of 2006 (DIVCA) of all franchised providers and should have been provided at the time the state franchise was issued. (Cal. Pub. Util. Code § 5900 and Cal. Gov. Code § 53055).
- Proposed reduction in upload speed. The agencies have also recently become aware Altice may be considering cutting upload speeds for Suddenlink cable internet plans. We sincerely hope that this news has been mis-reported by the media. (See https://www-cnet-com.cdn.ampproject.org/v/s/www.cnet.com/google-amp/news/altice-plans-to-cut-upload-speeds-for-its-optimum-and-suddenlink-cable-internet-plans/?amp_gsa=1&_js_v=a6&usqp=mq331AQIKAGwASCAAgM%3D#ampshare=https%3A%2F%2Fwww.cnet.com%2Fhome%2Finternet%2Faltice-plans-to-cut-upload-speeds-for-its-optimum-and-suddenlink-cable-internet-plans%2F)

2. INFRASTRUCTURE ISSUES

- Failure to deal with system-wide issues: Rather than invest in the network and perform necessary work that would resolve system-wide issues for the longer term and otherwise improve the network, it is common for quick and inexpensive fixes (“band-aid solutions”) to be made. This results in the same issue recurring and requiring additional time and expense, or pushing that issue from one household or neighborhood to another, causing more issues down the line.
- Substandard repairs: Repairs are often made in a poor/sub-standard manner leaving them susceptible to future impacts and issues. Examples include the placement of temporary lines to alleviate an issue which are left in place for months or years rather than days or weeks. In places where underground lines exist, often Suddenlink technicians will simply lay new lines on top of the ground and leave them exposed resulting in various customer and environmental issues. Customers complain of the wrong modems or other customer premise equipment being deployed resulting in lack of capacity or poor performance.
- Lesser service than what the customer pays for: Although the infrastructure exists in Mono County and Mammoth Lakes for “Gigabit” Internet service (i.e. service at a speed of 1,000 megabits per second [mbps]), some customers in those areas are receiving 15-25% of what they pay for in a circuit. Most customers who purchase 400mbps circuits barely receive 100mbps, while Gigabit customers rarely see much better than 400mbps.
- Network congestion: As a result of the issues mentioned above (including Suddenlink’s unwillingness to upgrade electronics or perform necessary node splits), certain neighborhoods experience significant network congestion issues. While these issues have existed for quite some time, they have been exacerbated during the COVID-19 pandemic when more people worked from home and placed a heavier demand on the network (due to video conferencing, etc.).
- Aging infrastructure: Network electronics and copper plant are aging/degrading resulting in a higher frequency and severity of network outages, as well as service quality issues.

We would like to emphasize that our organizations have worked closely (and effectively) with Suddenlink in the past. We have endeavored to treat Suddenlink as a partner, and Mono County and the Town of Mammoth Lakes in particular have been appreciative of Suddenlink’s substantial investment to bring Gigabit service to our communities. However, our continued efforts to work with Suddenlink have been frustrated by a lack of local staff, Suddenlink’s unwillingness to commit to specific steps to improve its service or to provide a specific timetable for improvements, Suddenlink’s failure to provide basic information such as customer service standards, and the ongoing volume of complaints received from the public regarding Suddenlink’s customer service.

By copy of this letter, we are urging the California Public Utilities Commission to explore using its regulatory authority to compel Suddenlink to improve its service and our State Legislators to investigate legislative fixes. For example, the CPUC could issue an order requiring Suddenlink to establish customer service standards, which is required of all state video franchisees under current law. The CPUC could also convene hearings on Suddenlink’s compliance with its state franchise, seeking testimony from members of the public regarding their experiences with Suddenlink and conducting its own inquiry

regarding compliance. Likewise, our State Assembly Members and Senators could explore legislation with specific service standards and substantial enforcement tools for use by local governments and the public generally. We hope that our State leaders will consider taking these or other steps, in order to protect customers and assure Californians' access to safe and reliable utility infrastructure and services.

Thank you in advance for your attention to these significant issues and please also look for additional materials to be sent individually by customers and agencies within our jurisdictions further outlining individual experiences.

Sincerely,

Robert Weygandt, Chair
Placer County Board of Supervisors

Jennifer Kreitz, Chair
Mono County Board of Supervisors

Dan Miller, Chair
Nevada County Board of Supervisors

Bill Sauser, Mayor
Town of Mammoth Lakes

Anna Klovstad, Mayor
Town of Truckee

Cc: Marybel Batjer, CPUC President
Martha Guzman Aceves, CPUC Commissioner
Genevieve Shiroma, CPUC Commissioner
Clifford Rechtschaffen, CPUC Commissioner
Darcie L. Houck, CPUC Commissioner
State Assembly Member Frank Bigelow
State Senator Andreas Borgeas
State Assembly Member Megan Dahle
State Assembly Member Kevin Kiley
State Senator Brian Dahle

State Senator Jim Nielson



EL CAMINO SIERRA

BOARD OF SUPERVISORS COUNTY OF INYO

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CLINT G. QUILTER
Clerk of the Board

DARCY ELLIS
Assistant Clerk of the Board

July 20, 2021

Dexter Goei, Chief Executive Officer
Hakim Boubazine, President of Telecommunications & Chief Operating Officer
Robert Hoch, Senior Counsel, Government Affairs
Brad Ayres, Senior Director of Government Affairs
Altice USA/Suddenlink

Re: REQUEST FOR FURTHER ACTION TO ADDRESS SERVICE SHORTFALLS

Dear Messrs. Goei, Boubazine, Ayres, and Hoch:

The Inyo County Board of Supervisors is reaching out with this letter to highlight and summarize troubling issues related Altice/Suddenlink's ("Suddenlink") broadband service in our region, which require both attention and resolution. These issues were recently also described in detail in a letter collectively written and sent to Suddenlink by the counties of Mono, Placer, and Nevada, and the towns of Mammoth Lakes and Truckee, each of whom have been attempting to find resolution through discussions with Suddenlink staff and representatives for the past five years.

Inyo County is joining these neighboring Sierra Nevada entities in memorializing its concerns and to also share this information with State of California representatives responsible for regulating and legislating broadband service so that solutions can be identified and implemented.

Our concerns and those of our constituents are numerous but essentially revolve around an unacceptable inability to deliver promised services in a reliable, consistent, and prompt fashion – a failure that has created widespread frustration and zero confidence in Suddenlink in the Eastern Sierra, and outcry among customers demanding better.

Generally, these concerns can be distilled into three categories: Customer Service Issues; Technical Issues; and a Broadband Service Issues.

CUSTOMER SERVICE ISSUES

- Inadequate local customer service: many issues could not be resolved by local technical and customer service personnel, and this appears to be getting worse. Wait times for on-site service can take days and has taken as long as 6 weeks. It is also not uncommon for technicians to not show up when scheduled.
- Nonlocal Call Center: customers seeking billing assistance or technical support often get diverted to multiple call centers or departments, regularly with no resolution. This nonlocal call center doesn't have all of the relevant, local information needed to adequately support or provide locally available services.

- Billing: promised refunds for being overcharged rarely result in the refund being received by the customer.
- Upselling instead of resolving issues: customer service representatives seem to prefer to encourage customers to buy a more expensive plan instead of resolving the existing issues.

TECHNICAL ISSUES

- Inadequate issue resolution: technicians have attempted to resolve issues through quick fixes that didn't address the root cause of the problem, and some of the root causes appear to be aging infrastructure. Resolutions at one location have also resulted in the same issue appearing at the neighboring location. Residents have also reported exposed wires on the ground for weeks with no cleanup for weeks.
- Service Level Agreements and business services: The County has a few locations with static IP addresses so that we can establish a point-to-point VPN connection. Our static IP addresses changed at least 2 or 3 times that I'm aware of in the past 4 years, disconnecting entire offices from our County network. We also had Arizona IP addresses for a few days last year, resulting in at least three County locations not having access to the County network until our original static IP addresses were restored.

BROADBAND SERVICE ISSUES

- Broadband speeds: advertised speeds of 1Gbps are rarely available at the addresses in our County. Even 100Mbps doesn't always equate to anything close to 100Mbps. While most of the high-speed connections are via cable modem that doesn't have dedicated equipment for each connection, 100Mbps service should at least be close to 100Mbps, even if neighboring residences, doctor's offices, and businesses are utilizing broadband at the same time.
- Decreases in existing service: customers have been told that they can expect a decrease in upload speed with their existing service agreement.
- Rate increases: rates increasing with no increase in bandwidth was by far the most common complaint. Baked-in rate increases – a temporary price break for new customers – were not clearly indicated, leaving customers to wonder why the cost for service increased by \$15 per month with no explanation in the bill.

The County of Inyo appreciates the investments that Suddenlink has made so far in our communities, however it is clear that more needs to be done – and should be done – to ensure local residents in our rural area receive services as promised. It is clear by state and national developments that it is no longer acceptable for residents and businesses in “underserved” rural areas to not have access to reliable high-speed broadband. Eastern Sierra customers' ability to effectively participate in 21st century communications are further stymied by a lack of local staff, Suddenlink's unwillingness to commit to specific steps to improve its service or to provide a specific timetable for improvements, and inability or outright failure to successfully address technical issues.

By copy of this letter, we are urging the California Public Utilities Commission to explore using its regulatory authority to compel Suddenlink to improve its service and our State Legislators to investigate legislative fixes. For example, the CPUC could issue an order requiring Suddenlink to establish customer service standards, which is required of all state video franchisees under current law. The CPUC could also convene hearings on Suddenlink's compliance with its state franchise, seeking testimony from members of the public regarding their experiences with Suddenlink and conducting its own inquiry regarding compliance. Likewise, our State Assembly Members and Senators could explore legislation with specific service standards and substantial enforcement tools for use by local governments and the public generally. We hope that our State leaders will consider taking these or other steps, in order to protect customers and ensure Californians' access to safe and reliable utility infrastructure and services.

Thank you in advance for your attention to these significant issues. We look forward to a concerted effort on Suddenlink's part and/or the part of our elected and appointed leaders to bring about significant, lasting improvements in the service being provided to Eastern Sierra residents and customers in neighboring counties.

Sincerely,

Jeff Griffiths, Chairperson
Inyo County Board of Supervisors

cc:

Robert Weygandt, Chair, Placer County Board of Supervisors

Jennifer Kreitz, Chair, Mono County Board of Supervisors

Dan Miller, Chair, Nevada County Board of Supervisors

Bill Sauser, Mayor, Town of Mammoth Lakes

Anna Klovstad, Mayor, Town of Truckee

Marybel Batjer, CPUC President

Martha Guzman Aceves, CPUC Commissioner

Genevieve Shiroma, CPUC Commissioner

Clifford Rechtschaffen, CPUC Commissioner

Darcie L. Houck, CPUC Commissioner

State Assembly Member Frank Bigelow

State Senator Andreas Borgeas

State Assembly Member Megan Dahle

State Assembly Member Kevin Kiley

State Assembly Member Devin Mathis

State Senator Brian Dahle

State Senator Jim Nielson



County of Inyo



Board of Supervisors

DEPARTMENTAL - ACTION REQUIRED

MEETING: July 20, 2021

FROM: Supervisor Jennifer Roeser

SUBJECT: Scoping comment letter regarding Cottonwood Creek and the Owens Headwaters Wild and Scenic River (WSR) Management Plans

RECOMMENDED ACTION:

Request the Board: A) review the scoping comment letter prepared by staff regarding the Cottonwood Creek and the Owens Headwaters Wild and Scenic River (WSR) Management Plans; B) provide comments; and C) potentially approve and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

The Mono and White Mountain Ranger Districts of the Inyo National Forest and the Ridgecrest office of the Bureau of Land Management (BLM) are seeking comments on draft comprehensive river management plans (CRMP) associated with two Wild and Scenic rivers (WSR) segments in Inyo and Mono Counties: Cottonwood Creek and the Owens River Headwaters. In 2009 21.5 miles of Cottonwood Creek and 19.1 miles of The Upper Owens River, including Deadman Creek and Glass Creek were added to the National Wild and Scenic Rivers System.

The Forest Service administers a 17.4-mile wild segment of Cottonwood Creek and BLM administers a 4.1-mile recreational segment of the river. In the Upper Owens River WSR area, the Mono Lake Ranger District of the Inyo National Forest administers 6.3 miles as a wild segment; 6.6 miles as a scenic segment; and 6.2 miles as a recreational segment (maps attached). The WSRA requires agencies with jurisdiction over Wild and Scenic Rivers to develop a CRMP.

The USFS and BLM are also preparing an Environmental Assessment (EA) for all implementation actions in the CRMPs. The CRMPs include the creation of a permanent boundary for each river, a user capacity analysis, desired conditions and standards, and guidelines, as well as management strategies, thresholds, and potential projects to address key issues and achieve the purpose of the Wild and Scenic Rivers Act. The Draft CRMP for each area was posted for public scoping comments on June 23, 2021 that are due July 23, 2021. The draft EA's have not been published yet.

The documents have been reviewed and there are several issues that staff has prepared comment letters for (attached). These include:

- Continued access
- Grazing allotments
- Dispersed camping.

The Draft CRMP/EA is estimated to be published for public review and comment from September 3rd to October 4th 2021 during which time planning staff will review and provide the Board of Supervisors with a summary, areas of concern, and recommended comments.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board may decide that changes to the letter are needed, or decline to send it altogether.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

1. BOS Scoping Comment Letter 7.20.21

APPROVALS:

Darcy Ellis
Cathreen Richards
Jennifer Roeser

Created/Initiated - 7/15/2021
Approved - 7/15/2021
Final Approval - 7/15/2021



EL CAMINO SIERRA

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Clerk of the Board

DARCY ELLIS
Assistant Clerk of the Board

July 20, 2021

Inyo National Forest
Attn: Adam Barnett
351 Pacu Lane, Suite 200
Bishop, CA 93514

RE: Cottonwood Creek and Owens Headwaters Wild and Scenic Rivers (WSR) Management Plans

Mr. Barnett

On behalf of the Inyo County Board of Supervisors, I would like to thank the USFS and the BLM for providing the opportunity to submit scoping comments on the Cottonwood Creek and Owens Headwaters Wild and Scenic Rivers (WSR), Comprehensive River Management Plans. These areas are important features and water sources in both Mono and Inyo Counties. The Board of Supervisors encourages the USFS and BLM to treat these WSRs as the special places that they are, along with a balanced approach with regard to the needs of the communities that rely on them for water, recreation and livelihoods.

Inyo County has a long history of encouraging access to its natural beauty, to this end, we urge the USFS and BLM to strive to maintain multiple use access within the project area to the extent possible. This includes access to existing activities, roads and trails.

More specifically, with regard to the elements of the plans that need to be evaluated, we would like to see that any analysis of eliminating dispersed camping sites include a one to one replacement. We are also concerned with the potential of grazing allotments being considered for removal. Any evaluation of existing allotments needs to include:

- How allotment removal can affect holistic range management;
- The economic value of historic allotments on our agricultural economy as well as the distinct cultural value that binds our rural community together;
- How the economic and cultural vitality of Inyo County's livestock production depends in large part on the flexibility provided by various public land allotments. Range management practices coupled with weather patterns, grazing history and wildlife recovery patterns require a variety of allotments and terrain for optimal resource protection; and,
- A review of existing documents that show compatibility of grazing and aquatic recovery efforts.

In closing, I would like to state again that the Cottonwood Creek and Owens Headwaters WSRs are important features of both Mono and Inyo Counties. The Inyo County Board of Supervisors supports

the appropriate management of them and encourages this be done with sensitivity to the surrounding communities.

Sincerely,

Jeff Griffiths, Chairperson
Inyo County Board of Supervisors

CC:

Supervisor Rick Pucci
Supervisor Jeff Griffiths
Supervisor Jennifer Roeser
Supervisor Dan Tothorh
Supervisor Matt Kingsley
Clint Quilter, County Administrative Officer



County of Inyo



Auditor-Controller

DEPARTMENTAL - ACTION REQUIRED

MEETING: July 20, 2021

FROM: Amy Shepherd

SUBJECT: Approval of the Financial Audit for Tecopa Cemetery for FY 2017/18 and 2018/19 and implementation of auditor's recommendation to appoint new board members or dissolve the District.

RECOMMENDED ACTION:

Request Board: A) authorize the Chair and Auditor-Controller to sign the Management Representation letter provided in connection with an audit of the financial statements of Tecopa Cemetery as of June 30, 2019 and June 30, 2018; and B) authorize staff to prepare a response to the Emphasis of Matter on the lack of a managing board being appointed by the Board of Supervisors.

SUMMARY/JUSTIFICATION:

Under Government Code 26909 every Special District whose finances are processed through the Office of the Auditor Controller must undergo a financial audit. These audits are reviewed and managed by the Office of the Auditor Controller and approved by the independent Special District boards of the various districts. In 2018, the Auditor's Office notified the Board of Supervisors that Tecopa Cemetery no longer had a Board and there was no one governing the district. Shortly after that notification, Supervisor Kingsley and Assistant Board Clerk Darcy Ellis made several attempts to recruit individuals to serve on the Tecopa Cemetery Board. The recruitment was not successful. The Cemetery continues to exist with no governing Board.

The Auditor's Office requested Clifton Larson Allen (CLA) to move forward with the financial audit for fiscal years 2017/2018 & 2018/2019 to keep the district in compliance with the State regulation so that if the District did become active again or find members sit on the Board they would not have to go through a catch up period in financial audit compliance, which can be very costly. Signing the management representation letter will allow CLA to publish a complete audit for Tecopa Cemetery.

In addition to signing the management representation letter, the Auditor Controller is requesting the Board respond to the statement under the Emphasis of Matter in the draft report regarding the district not having an active board. CLA states "The County of Inyo may need to determine whether it will accept responsibility for governance of the District or allow the District to dissolve". Your Board has several options they could consider in directing a response to the Emphasis of Matter.

- With respect to the lack of enough District Board trustees, the law allows for the Board of Supervisors to change the number of trustees from five to three following a noticed public hearing. (See H&S 9025.) And in the case of a three-trustee Board, a two-trustee majority would be a quorum and could conduct meetings. (H&S 9030(a) and Gov't Code 54952.2)

- Another option, as a temporary or long-term measure, would be for the Board of Supervisors to appoint itself as the District Board, which is expressly authorized by the cemetery district law following a noticed public hearing at which written protests may be presented. Significantly, even if more than ten percent of the district voters submit written protests, the Board of Supervisors can still override the protests and approve the change by a four-fifths vote in order to protect public health, safety and welfare. The same process applies if and when the Board of Supervisors wants to divest itself of such authority. (See H&S 9026.)
- With respect to district dissolution, the Board of Supervisors does not have the legal authority on its own to dissolve the District. Dissolution would require LAFCO approval and, even if approval were granted, the County would be the District's "successor" and end up being responsible to carry out the District's former responsibilities until its affairs "have been completely wound up." In the case of a cemetery district, which maintains grave sites indefinitely, it's hard to see how its affairs could ever be completely wound up as a practical matter. (See Gov't Code 56021(h); 56035; 57451, and 57453.)

Conclusion: Notwithstanding CLA recommendations, the County/Board of Supervisors is not required to appoint a board or dissolve the District, nor will the County become liable for District obligations under the status quo if it fails to take such actions. Nevertheless, in order to help the District become functional again, and in light of the apparent difficulty in recruiting district voters who are willing to be appointed, the Board of Supervisors may wish to consider reducing the number of trustees to three and/or temporarily appointing itself as the District Board, as described above. By contrast, there is no apparent benefit to the County in seeking LAFCO approval to dissolve the district since such dissolution would merely transfer the dissolved district's powers, duties, property, assets etc. to the County as the successor agency until the district's affairs are completely wound up (which may never be possible as a practical matter).

BACKGROUND/HISTORY OF BOARD ACTIONS:

The District was formed by petition in 1959 as provided under Division 8, Part 4, Chapter 3, and operates under Section 8890-9225 of the Health and Safety Code of the State of California. The District provides the means to publicly finance the ownership, improvement, expansion, and operation of public cemeteries for Tecopa and the surrounding area of Inyo County. The District has allowed all board member terms to expire without replacement.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose to not authorize the chair to sign the Management Representation Letter. This is not recommended as CLA will not issue a final audit for the district.

OTHER AGENCY INVOLVEMENT:

County Counsel

FINANCING:

The Tecopa Cemetery District's budget unit is 874001 and has not submitted a budget. The existing fund balance as of 5/12/2021 is \$22,330.30 and the district continues to receive property tax allocations.

ATTACHMENTS:

1. 18-19 Tecopa Cemetery Financial Statements
2. Tecopa Cemetery Management Representation Letter-Draft Audit 17-18 & 18-19

APPROVALS:

Christie Martindale

Created/Initiated - 5/28/2021

Christie Martindale
Amy Shepherd
Darcy Ellis
Christie Martindale
Marshall Rudolph
Amy Shepherd

Approved - 5/28/2021
Approved - 6/8/2021
Approved - 6/8/2021
Approved - 6/8/2021
Approved - 6/8/2021
Final Approval - 7/15/2021

**TECOPA CEMETERY DISTRICT
FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2019 AND 2018**

Working Draft For
Discussion Purposes
Only

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**TECOPA CEMETERY DISTRICT
FINANCIAL STATEMENTS
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INDEPENDENT AUDITORS' REPORT

Board of Supervisors
County of Inyo
Independence, California

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and the general fund of Tecopa Cemetery District as of and for the years ended June 30, 2019 and 2018, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the general fund of the Tecopa Cemetery District as of June 30, 2019 and 2018, and the respective changes in financial position for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of a Matter

No Active Board of Directors

The Cemetery District has allowed all of its board member terms to expire without replacement. This has resulted in the Cemetery District having no board governance. The County of Inyo may need to determine whether it will accept responsibility for governance of the District or allow the District to dissolve.

Other Matters

Required Supplementary Information

Management has omitted the budgetary comparison information and management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated May 10, 2021, on our consideration of the District's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

CliftonLarsonAllen LLP

Roseville, California
May 10, 2021

**TECOPA CEMETERY DISTRICT
STATEMENT OF NET POSITION AND
GOVERNMENTAL FUND BALANCE SHEET
JUNE 30, 2019**

	General	Adjustments	Statement of Net Position
Assets			
Cash	\$ 19,727	\$ --	\$ 19,727
Interest receivable	101	--	101
Total assets	\$ 19,828	--	19,828
 Fund Balances/Net Position			
Fund balances:			
Unassigned fund balance	\$ 19,828	(19,828)	--
Total fund balance	\$ 19,828	(19,828)	--
 Net position			
Unrestricted		19,828	19,828
Total net position		\$ 19,828	\$ 19,828

See accompanying Notes to Basic Financial Statements.

**TECOPA CEMETERY DISTRICT
STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
FOR THE YEAR ENDED JUNE 30, 2019**

	General	Adjustments	Statement of Activities
Expenditures/Expenses			
Services and supplies	\$ 50	\$ --	\$ 50
Total expenditures/ expenses	<u>50</u>	<u>--</u>	<u>50</u>
General Revenues			
Taxes	975	--	975
Unrestricted interest and investment earnings	301	--	301
Total general revenues	<u>1,276</u>	<u>--</u>	<u>1,276</u>
Excess of revenues over (under) expenditures	1,226	(1,226)	
Change in net position		1,226	1,226
Fund balance/ Net position - beginning of year	<u>18,602</u>	<u>--</u>	<u>18,602</u>
Fund balance/ Net position - end of year	<u>\$ 19,828</u>	<u>\$ --</u>	<u>\$ 19,828</u>

See accompanying Notes to Basic Financial Statements.

**TECOPA CEMETERY DISTRICT
STATEMENT OF NET POSITION AND
GOVERNMENTAL FUND BALANCE SHEET
JUNE 30, 2018**

	General	Adjustments	Statement of Net Position
Assets			
Cash	\$ 18,544	\$ --	\$ 18,544
Interest receivable	58	--	58
Total assets	\$ 18,602	--	18,602
 Fund Balances/Net Position			
Fund balances:			
Unassigned fund balance	\$ 18,602	(18,602)	--
Total fund balance	\$ 18,602	(18,602)	--
 Net position			
Unrestricted		18,602	18,602
Total net position		\$ 18,602	\$ 18,602

See accompanying Notes to Basic Financial Statements.

**TECOPA CEMETERY DISTRICT
STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
FOR THE YEAR ENDED JUNE 30, 2018**

	General	Adjustments	Statement of Activities
General Revenues			
Taxes	931	--	931
Unrestricted interest and investment earnings	208	--	208
Total general revenues	<u>1,139</u>	<u>--</u>	<u>1,139</u>
Excess of revenues over (under) expenditures	1,139	(1,139)	
Change in net position		1,139	1,139
Fund balance/ Net position - beginning of year	<u>17,463</u>	<u>--</u>	<u>17,463</u>
Fund balance/ Net position - end of year	<u>\$ 18,602</u>	<u>\$ --</u>	<u>\$ 18,602</u>

See accompanying Notes to Basic Financial Statements.

**TECOPA CEMETERY DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2019 AND 2018**

NOTE 1: GENERAL

The District was formed by petition in 1959 as provided under Division 8, Part 4, Chapter 3, and operates under Section 8890-9225 of the Health and Safety Code of the State of California. The District provides the means to publicly finance the ownership, improvement, expansion, and operation of public cemeteries for Tecopa and the surrounding area of Inyo County. The District has allowed all board member terms to expire without replacement. The County of Inyo may need to determine whether it will accept responsibility for governance of the District or allow the District to dissolve.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the Tecopa Cemetery District (the District) have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant of the District's accounting policies are described below.

A. Reporting Entity

The District includes all activities (operations of its administrative staff and officers) considered to be a part of the District. The District reviewed the criteria developed by the Governmental Accounting Standards Board (GASB) in its *Codification of Governmental Accounting and Financial Reporting Standards* (the Codification), relating to the financial reporting entity to determine whether the District is financially accountable for other entities. The District has determined that no other outside entity meets the above criteria, and therefore, no agency has been included as a component unit in the financial statements. In addition, the District is not aware of any entity that would be financially accountable for the District that would result in the District being considered a component unit of any entity. However, since the District's five commissioner terms were allowed to expire without replacements, the District is currently without governance. All five commissioner positions were open during our audit and the County of Inyo was responsible for contracting for the audit.

B. Basis of Presentation

Combined Presentation

The District is a special-purpose government engaged in a single governmental program (cemetery district). The accounting standards allow these kinds of governments to employ alternative forms of presentation that involve combining the government-wide and fund financial statements using a columnar format that reconciles the two kinds of financial data in a separate column on each statement.

Government-Wide Financial Statements

The statement of net position and statement of activities display information about the primary government (the District). *Governmental activities*, which are normally supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on service fees. At June 30, 2019 and 2018, the District had no business-type activities.

The statement of revenues, expenses and changes in net position demonstrates the degree to which the program expenses of a given function or identifiable activity is offset by program revenues. Program

**TECOPA CEMETERY DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2019 AND 2018**

expenses are those that are clearly identifiable with a specific function or identifiable activity, and allocated indirect expenses. Interest expense related to long-term debt is reported as a direct expense. Program revenues include 1) fees, fines and charges paid by the recipient of goods, services, or privileges provided by the program and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes and investment earnings, are presented instead as general revenues.

When both restricted and unrestricted net position is available, unrestricted resources are used only after the restricted resources are depleted.

Fund Financial Statements

The fund financial statements provide information about the District's funds. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. The District had only one governmental fund and no enterprise funds for the years ended June 30, 2019 and 2018.

The District reports the following major governmental fund:

- The General Fund is the District's primary operating fund. It accounts for all financial resources of the general government.

C. Basis of Accounting

The government-wide fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting.

Revenues are recognized when earned. Non-salary and benefit related expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Salary and benefit related expenses are recorded when incurred. Nonexchange transactions, in which the District gives (or receives) value without directly receiving (or giving) equal value in exchange, include property and sales taxes, grants, entitlements and donations. Revenue from property taxes is recognized in the fiscal year for which the taxes are apportioned and allocated by the County of Inyo. Revenues from sales tax, grants, entitlements and donations are recognized when all eligibility requirements have been met.

Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are generally recorded when a liability is incurred. However, debt service expenditures are recorded only when payment is due. General capital assets acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and capital leases are reported as other financing sources.

D. Net Position/Fund Balances

The government-wide financial statements utilize a net position presentation. Net position is categorized as net investment in capital assets, restricted and unrestricted. The District reports all of its net position as unrestricted. This category represents resources of the District that are not restricted for any project or any other purpose.

**TECOPA CEMETERY DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2019 AND 2018**

Governmental funds report up to five different components of fund balance (nonspendable, restricted, committed, assigned and unassigned) designed to indicate both:

- Constraints on how resources of the fund can be spent, and
- The sources of those constraints

Nonspendable fund balances are amounts that cannot be spent because they are not in spendable form. Other resources reported in governmental funds are in spendable form, but cannot be spent because they are legally or contractually required to be maintained intact.

Restricted fund balances are amounts that can be spent only for specific purposes because of laws or external imposed conditions by grantors or creditors.

The committed fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the Board of Directors. The Board of Directors is the highest level of decision making authority for the District that can, by adoption of a resolution prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation by the resolution remains in place until a similar action is taken (the adoption of another resolution) to remove or revise the limitation.

Amounts in the assigned fund balance classification are intended to be used by the District for specific purposes but do not meet the criteria to be classified as committed. The Board of Directors (Board) may assign fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget or may authorize the Executive Director to assign fund balance.

Unassigned fund balances are all amounts not included in other spendable classifications.

E. Property Tax Revenue

Secured property taxes attach as an enforceable lien on property as of January 1st. Taxes are payable in two installments on December 10th and April 10th. Unsecured property taxes are payable in one installment on or before August 31st. Tax revenues are recognized by the District when earned.

The County of Inyo bills and collects the taxes for the District. The County adopted the "Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds" provided for in Revenue and Taxation Code Sections 4701-4717, commonly known as the "Teeter Plan". The Teeter Plan has no impact on tax assessments, tax rates, or collection procedures. It merely changes the way the collections of delinquent taxes and penalties are distributed among the taxing agencies. Those agencies participating in the Teeter Plan receive 100% of the secured property taxes billed each year without regard to delinquencies. The General Fund of the County of Inyo covers the delinquency amount to all agencies in return for the delinquent taxes, penalties and interest when collected.

**TECOPA CEMETERY DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2019 AND 2018**

F. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

NOTE 3: CASH AND INVESTMENTS

The District holds unrestricted cash and investments with the Treasurer of the County of Inyo in a cash and investment pool. On a quarterly basis the Auditor-Controller allocates interest to participants based upon their average daily balances. The Treasurer's investment and policies are overseen by the Inyo County Treasury Oversight Committee. Required disclosure information regarding the categorization of investments and risk can be found in the County of Inyo's basic financial statements. The balances in the account as of June 30, 2019 and 2018 were as follows:

	2019	2018
Cash in County Treasury	\$ 19,727	\$ 18,544

Government Accounting Standards require additional disclosures about a government's deposits and investments risks that include credit risk, custodial risk, concentration risk and interest rate risk. The District had no deposit or investment policy that addressed a specific type of risk.

Required disclosures for the District's investment in the Inyo County Investment Pool at June 30, 2019 and 2018 were as follows:

Credit risk	Not rated
Custodial risk	N/A
Concentration of credit risk	N/A
Interest rate risk	1.45 years average maturity (2019) 1.77 years average maturity (2018)

Investments held in the County's investment pool are available on demand and are stated at cost plus accrued interest, which approximates fair value.

NOTE 4: RISK MANAGEMENT

The District is exposed to various risks of loss related to torts, theft of, damage to, and destruction of assets, general liability and natural disasters. The District has not secured commercial lines of coverage for these types of losses due to a lack of an active governing board.

OTHER REPORT

Working Draft For
Discussion Purposes
Only



**INDEPENDENT AUDITOR'S REPORTS ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER
MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Board of Supervisors
County of Inyo
Independence, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and the general fund of Tecopa Cemetery District as of and for the years ended June 30, 2019 and 2018, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated May 10, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Tecopa Cemetery District's internal control over financial reporting (internal control) as a basis for designing the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Tecopa Cemetery District's internal control. Accordingly, we do not express an opinion on the effectiveness of Tecopa Cemetery District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did identify a certain deficiency in internal controls described in schedule of findings and responses as item no. 2019-001 that we consider to be a material weakness.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Tecopa Cemetery District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclose no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Tecopa Cemetery District's Response to Findings

No response to the finding identified in our audit has been provided due to the lack of a governing board for the District.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. According, this communication is not suitable for any other purpose.

CliftonLarsonAllen, LLP

Roseville, California
May 10, 2021

**TECOPA CEMETERY DISTRICT
SCHEDULE OF FINDINGS AND RESPONSES
JUNE 30, 2019 AND 2018**

Finding 2019-001 Lack of Governing Board

Type of Finding: Material Weakness

Criteria

Health and Safety Code, Division 8, Part 4, Chapter 3 states that cemetery districts shall be governed by a legislative body of at least three members known as the board of trustees. The board's function is to establish policies for the operation of the district.

Condition

The District allowed all board member terms to expire without replacements.

Cause

As board members ended their terms or tendered their resignations, no replacements were appointed by the Inyo County Board of Supervisors.

Effect of Condition

The District was without a governing board during the period of our audit which resulted in minimal district activity and the only oversight provided was by the County of Inyo. In addition, the District was without general liability insurance, thereby increasing its potential liability.

Recommendation

We recommend that the County review options available to re-establish a board of trustees for the District. A board is required to oversee the activities of the District and to reduce potential general liability issues with an abandoned cemetery district.

Management Response

No response provided.

Amy Shepherd
Auditor-Controller
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May 10, 2021

CliftonLarsonAllen LLP
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Roseville, CA 95678

This representation letter is provided in connection with your audits of the financial statements of Tecopa Cemetery, which comprise the respective financial position of the governmental activities and general fund, as of June 30, 2019 and 2018, and the related notes to the financial statements, for the purpose of expressing opinions on whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm, to the best of our knowledge and belief, as of May 10, 2021, the following representations made to you during your audit of the financial statements as of and for the years ended June 30, 2019 and 2018.

Financial Statements

- We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated January 15, 2020, for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP. The financial statements include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.

- We acknowledge and have fulfilled our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- Significant assumptions used by us in making accounting estimates are reasonable.
- Significant estimates have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP. Significant estimates are estimates at the financial statement date that could change materially within the next year.
- Related party relationships and transactions, including, but not limited to, revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
- No events, including instances of noncompliance, have occurred subsequent to the financial statement date and through the date of this letter that would require adjustment to, or disclosure in, the financial statements.
- The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial statements for each opinion unit. Uncorrected misstatements are as follows:

Decrease in cash and investment revenue in the amount of \$229 to record adjustments for fair value of cash in the County investment pool for fiscal year 2018.
- We are not aware of any pending or threatened litigation, claims, or assessments or unasserted claims or assessments that are required to be accrued or disclosed in the financial statements in accordance with U.S. GAAP, and we have not consulted a lawyer concerning litigation, claims, or assessments.

Information Provided

- We have provided you with:
 - Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters.
 - Additional information that you have requested from us for the purpose of the audit.
 - Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
- All transactions have been recorded in the accounting records and are reflected in the financial statements.
- We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
 - Management;
 - Employees who have significant roles in internal control; or

- Others when the fraud could have a material effect on the financial statements.
- We have no knowledge of any allegations of fraud, or suspected fraud, affecting the entity's financial statements communicated by employees, former employees, regulators, or others.
- We have no knowledge of any instances of noncompliance or suspected noncompliance with laws and regulations and provisions of contracts and grant agreements, or abuse whose effects should be considered when preparing financial statements.
- We are not aware of any pending or threatened litigation, claims, or assessments, or unasserted claims or assessments, that are required to be accrued or disclosed in the financial statements in accordance with U.S. GAAP, and we have not consulted a lawyer concerning litigation, claims, or assessments.
- There are no other material liabilities or gain or loss contingencies that are required to be accrued or disclosed in accordance with U.S. GAAP.
- We have disclosed to you the identity of the entity's related parties and all the related party relationships and transactions of which we are aware.
- We have a process to track the status of audit findings and recommendations.
- We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- We have provided our views on reported findings, conclusions, and recommendations, as well as our planned corrective actions, for the report.
- We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to Tecopa Cemetery District, including tax or debt limits and debt contracts; and we have identified and disclosed to you all laws, regulations, and provisions of contracts and grant agreements that we believe have a direct and material effect on the determination of financial statement amounts or other financial data significant to the audit objectives, including legal and contractual provisions for reporting specific activities in separate funds.
- There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
- The entity has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
- We have complied with all restrictions on resources (including donor restrictions) and all aspects of contractual and grant agreements that would have a material effect on the financial statements in the event of noncompliance. This includes complying with donor requirements to maintain a specific asset composition necessary to satisfy their restrictions.
- We are responsible for determining whether we have received, expended, or otherwise been the beneficiary of any federal awards during the period of this audit. No federal award, received directly from federal agencies or indirectly as a subrecipient, was expended in an amount that cumulatively totals from all sources \$750,000 or more. For this representation, "award" means financial assistance and federal cost-reimbursement contracts that non-federal entities receive directly from federal awarding agencies or indirectly from pass-through entities. It does not include procurement contracts, user grants, or contracts used to buy goods or services from vendors.

- We have followed all applicable laws and regulations in adopting, approving, and amending budgets.
- The financial statements include all component units as well as joint ventures with an equity interest, and properly disclose all other joint ventures, jointly governed organizations, and other related organizations.
- The financial statements properly classify all funds and activities.
- All funds that meet the quantitative criteria in GASB Statement Nos. 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
- Components of net position (net investment in capital assets; restricted; and unrestricted) and equity amounts are properly classified and, if applicable, approved.
- Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
- Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- Deposits and investment securities are properly classified as to risk and are properly valued and disclosed.
- We have appropriately disclosed the entity's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
- As part of your audit, you prepared the draft financial statements and related notes. We have designated an individual who possesses suitable skill, knowledge, and/or experience to understand and oversee your services; have made all management judgments and decisions; and have assumed all management responsibilities. We have evaluated the adequacy and results of the service. We have reviewed, approved, and accepted responsibility for those financial statements and related notes. We have also ensured that the entity's data and records are complete and received sufficient information to oversee the service.

Signature: _____ Title: _____

Signature: _____ Title: _____



County of Inyo



Water Department

DEPARTMENTAL - NO ACTION REQUIRED

MEETING: July 20, 2021

FROM: Aaron Steinwand

SUBJECT: Owens Valley Groundwater Authority Meeting – July 22, 2021

RECOMMENDED ACTION:

Request Board provide direction to the Owens Valley Groundwater Authority representatives in advance of the Owens Valley Groundwater Authority special meeting scheduled for July 22, 2021.

SUMMARY/JUSTIFICATION:

The regular meeting of the OVGA was postponed due to a scheduling conflict.

At the next OVGA meeting, staff will provide updates on the status of the GSP administrative draft, Owens Lake Groundwater Development Project, AB754 (which may extend the deadline to submit the GSP), Indian Wells Valley Groundwater Authority activities, the Tri-Valley survey, and OVGA current finances.

Staff will present potential management actions that could be included in the GSP for OVGA discussion and possible direction. Proposed management actions were developed by staff and tailored for each Management Area, Tri-Valley/Fish Slough, Owens Valley, and Owens Lake. The management actions are linked to sustainability indicators (e.g. declining water levels) and the rationale behind the sustainable management criteria (SMC) for each indicator. The proposed actions also recognize that the basin is low priority and implementation of any of the actions by the OVGA is discretionary. Some actions are recommended if the basin remains a low priority basin, and others as optional should pumping regulation under SGMA be desired or as contingent upon a change in basin priority. A decision whether to implement all or parts of the GSP including the management actions and how to fund their activities will be necessary after the GSP is submitted in January 2022. A detailed discussion of the SMC and proposed management actions could be provided in a future workshop to the Board if desired.

Correspondence from the Tri-Valley Groundwater Management District (District) and Department of Water Resources (DWR) will be provided. The District has submitted a request to DWR to be the designated GSA for the portion of the Owens Valley Basin within its jurisdiction (Benton, Hammil, Chalfant and Fish Slough).

Currently the OVGA is the exclusive GSA for the entire Basin. Rather than contest DWR's interpretation of SGMA, the District has requested the OVGA revise its groundwater sustainability agency boundary to exclude the areas of the basin within the District's jurisdiction. Regardless of whether the OVGA amends its boundary at a future meeting as requested, the OVGA (not the District) is required to prepare and submit a GSP covering the entire basin to comply with SGMA and the current grant agreement for preparation of the GSP.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

City of Bishop, Mono County, Indian Creek-Westridge CSD, Big Pine CSD; Lone Pine Paiute-Shoshone Tribe

FINANCING:

N/A

ATTACHMENTS:

1. OVGA Draft 07.22.21 Agenda

APPROVALS:

Aaron Steinwand	Created/Initiated - 6/30/2021
Darcy Ellis	Approved - 6/30/2021
Aaron Steinwand	Approved - 7/12/2021
Marshall Rudolph	Approved - 7/12/2021
Amy Shepherd	Approved - 7/12/2021
Aaron Steinwand	Final Approval - 7/13/2021

Owens Valley Groundwater Authority: Special Meeting

July 22, 2021 1:00 PM

Board of Directors Meeting Agenda

All members of the public are encouraged to participate in the discussion of any items on the Agenda. Members of the public will be allowed to speak about each agenda item before the Board of Directors takes action on it. Any member of the public may also make comments during the scheduled "Public Comment" period on this agenda concerning any subject related to the Board of Directors or the Owens Valley Groundwater Authority.

Public Notice: In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact Laura Piper at (760) 878-0001. (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the OVGA to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require alternative formatting of this agenda, please notify Laura Piper 72 hours prior to the meeting to enable the OVGA to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2).

NOTICE TO THE 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. The Bishop City Council Chambers are closed to the public, and the Owens Valley Groundwater Authority will conduct this meeting exclusively online. Directors and staff will participate via videoconference accessible to the public at: **INSERT ZOOM HERE**

To join by phone, refer to the numbers and webinar ID at the bottom of the agenda. To provide public comment, at the appropriate agenda item during the meeting, press the raise your hand button in the Zoom window. Public comment also may be provided by emailing comments, limited to **250 words or less**, prior to the meeting or before the staff report for the item has ended. Efforts will be made to read your comment, but submittals longer than 250 words may not be read or may be summarized due to time limitations. All comments will be made a part of the record. Please submit a separate email for each item that you wish to comment upon to lpiper@inyocounty.us, and identify in the subject line of the email which agenda item the comment addresses.

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 at the Board's discretion.)

1. Pledge of allegiance.
2. Public comment.
3. Introductions.
4. Approval of minutes from the April 8, 2021 OVGA Board meeting.
5. Board Member Reports.
6. OVGA staff reports
 - a. Financial Report
 - b. Report on Indian Wells Valley Groundwater Authority activities.
 - c. Owens Lake update
 - d. AB 754 update
 - e. Tri-Valley survey update
7. Discussion and possible direction to staff regarding future management actions to include in the Groundwater Sustainability Plan.
8. Correspondence: Department of Water Resources letter and Tri-Valley Groundwater Management District request.

9. Discussion regarding future agenda items.

10. Adjourn.

Join the July 22, 2021 OVGA webinar:

DRAFT



County of Inyo



Health & Human Services - Behavioral Health

DEPARTMENTAL - ACTION REQUIRED

MEETING: July 20, 2021

FROM: Marilyn Mann

SUBJECT: Memorandum of Understanding with Department of Health Care Services for continued funding for Medication Assisted Treatment expansion in the Inyo County Jail.

RECOMMENDED ACTION:

Request Board ratify and approve the Memorandum of Understanding (MOU) with Department of Health Care Services (DHCS) for continued implementation of Medication Assisted Treatment (MAT) expansion in the Inyo County Jail from July 1, 2021 through August 31, 2022 and authorize the HHS Director to sign the MOU.

SUMMARY/JUSTIFICATION:

In January 2020, your Board approved entering into a California Medication Assisted Treatment (MAT) Expansion Project MOU to increase access to medication for substance use disorder (SUD) in the Inyo County Jail. Inyo County Health and Human Services has used these funds to purchase medications, provide SUD counseling services, purchase education and facilitation materials, and other projects. The Department has the opportunity to access additional funding for continued expansion of MAT services for the period of July 1, 2021 through August 31, 2022 as outlined in the attached Memorandum of Understanding (MOU).

The MOU reflects our goal of expanding services to include treatment groups, expanded coordination with community providers, and the continued use of Dr. Anne Goshgarian as our contracted SUD medical director while the Department identifies alternative resources to sustain the programming beyond the grant cycle. The Department respectfully requests your Board's ratification and approval of the MOU and requests that the HHS Director be given authority to sign the agreement.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could reject the request which would result in HHS not receiving funding to continue efforts to expand MAT in the jail setting.

OTHER AGENCY INVOLVEMENT:

FINANCING:

State funding. Funds are brought into a trust account HHS Suspense Trust (505104) and later transferred into the Health (045100) budget in State Grants (4498) to cover expenses. No County General Funds.

ATTACHMENTS:

1. 2021 Implementation Grant MOU - Inyo

APPROVALS:

Marilyn Mann	Created/Initiated - 7/1/2021
Darcy Ellis	Approved - 7/1/2021
Marilyn Mann	Approved - 7/11/2021
Melissa Best-Baker	Approved - 7/12/2021
Marshall Rudolph	Approved - 7/12/2021
Amy Shepherd	Approved - 7/12/2021
Marilyn Mann	Final Approval - 7/12/2021

California Medication Assisted Treatment Expansion Project 2.0

Memorandum of Understanding

MOU Number: 2021-004

Contract Title: Implementation Grant: MAT in County Criminal Justice Settings

THIS AGREEMENT (the “**Agreement**”), shall be effective this July 1, 2021 through August 31, 2022 (the “**Term**”).

BY AND BETWEEN Inyo County Health and Human Services (the “**Applicant Agency**”) and Health Management Associates, Inc. (the “**Sub-Recipient**” and, together with Applicant Agency, the “**Parties**” and each a “**Party**”), created under laws governing the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (“**SAMHSA**”) and the State of California, Department of Health Care Services (“**DHCS**”).

WHEREAS, the Sub-Recipient is the subrecipient of the State Targeted Response to the Opioid Crisis Grant awarded by SAMHSA to DHCS (the “**State Opioid Response Grant**”) pursuant to an agreement between DHCS and the Sub-Recipient (the “**DHCS Agreement**”);

WHEREAS, under the DHCS Agreement, Sub-Recipient will distribute grants of varying amounts from the State Opioid Response Grant to each participating California county, for the purpose of implementing specific and approved strategies to expand access to medication assisted treatment of opioid addiction in the county’s jail(s) and drug court(s) (the “**Distribution Purpose**”).

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **GRANT AMOUNT AND INTENT:** Inyo County Health and Human Services has opportunity to receive up to \$50,000 from the Sub-Recipient under the STR Opioid Grant and DHCS Agreement to achieve the following objectives:
 - Ensure that SUD counseling remains available to inmates at the Inyo County Jail and that all inmates offered MAT through Jail Health will also have access to ASAM assessment and SUD counseling enrollment. In addition, we would like to expand SUD counseling services to offer treatment groups in the jail.
 - Create a continuum of SUD counseling and MAT activities between jail and community-based MAT and SUD programs. This will include connecting inmates to their community-based provider prior to release from custody with the development of “in-reach” activities.
 - Expand coordination between community-based MAT program at local rural health clinics and community-based SUD counseling available via Inyo County Public Health.

Specific grant activities will be:

- SUD counseling in Inyo County Jail: Current counseling is funded through the MAT in County Criminal Justice Settings Round 2 Implementation grant. The “Expanding Access to MAT” funding will allow us to implement substance use treatment groups to continue expanding services at the jail while we continue to develop sustainable funding resources.
- Expand coordination between the community-based MAT program at the local rural health clinic and the county SUD counseling program by sharing a medical director. Dr. Anne Goshgarian

serves as joint medical director between the rural health clinic MAT program, which does not offer a counseling component, and the County HHS SUD program, which has counseling but no MAT. This shared-services model has been very successful and has been funded by a CMSP Wellness and Prevention Grant which ended December 31, 2020. Our goal is to continue this shared staffing model to ensure that the local MAT program offers a counseling component, and our local SUD counseling program offers a MAT component. This expanded coordination will allow us to connect inmates to their community provider prior to their release from custody.

2. **APPLICANT AGENCY OBLIGATIONS:** To be eligible to receive the funds specified in Section 1, the Applicant Agency must comply with the requirements of this Agreement, including any participation requirements contained in *Exhibit A: Application for Grant Funds: Expanding Access to MAT in County Criminal Justice Settings*, the State Opioid Response Grant, and the Sub-Recipient Agreement (which are provided in a separate document and incorporated as part of this Agreement) and any applicable federal, state, and local laws. Applicant Agency is expected to spend any funds received under this Agreement by August 31, 2022.

Applicant Agency must submit the following, as specified in Exhibit A: (a) monthly jail MAT statistics submitted quarterly; (b) an Interim Project Status Report and Financial Report; and (c) a Final Project Report and Financial Report within 30 days following the project end date. The Sub-Recipient will provide the Applicant Agency with a template Interim Project Status Report.

The Applicant Agency identifies the following entity information and representatives:

Entity's Legal Name	Inyo County Health and Human Services
Doing Business As (if applicable)	
Street Address	163 May Street
City, State, Zip	Bishop, CA 93514
Mailing Address, if different	

Primary Grant Director	Authorized Signatory	Contract Representative
<i>Individual leading implementation of the grant</i>	<i>Individual authorized to sign on behalf of applicant agency</i>	<i>Individual responsible for agreement processing and negotiation</i>
Sarah Downard	Marilyn Mann	Melissa Best Baker
Re-entry Coordinator	Director of HHS	Senior Management Analyst
sdownard@inyocounty.us	mmann@inyocounty.us	Mbestbaker@inyocounty.us
760-878-8456	760-873-3305	760-920-1132

3. **DISTRIBUTION OF FUNDS:** The Sub-Recipient will 50% of the full grant amount (\$25,000) to the Applicant Agency following execution of this Agreement and upon receipt of funds from DHCS. The second half of the grant will be paid on receipt of a satisfactory Interim Grant Report from the Applicant Agency, due January 15, 2022. If the Sub-Recipient, in its sole discretion, determines that the Applicant Agency has not fulfilled the requirements of this Agreement, then Sub-Recipient shall withhold the second distribution of funds to the Applicant Agency.
4. **REPAYMENT OF FUNDS:** In the event the Applicant Agency spends funds distributed under this Agreement in a manner inconsistent with the Distribution Purpose or otherwise is violation of this

Agreement, the Applicant Agency agrees to repay the Sub-Recipient any funds distributed under this Agreement.

5. RECORDKEEPING; REPORTING; AUDIT AND AVAILABILITY OF APPLICANT AGENCY RECORDS: The Applicant Agency shall keep such records as necessary to demonstrate compliance with this Agreement. The Applicant Agency shall submit reports in such quantity and frequency as determined by the Sub-Recipient demonstrating its compliance with the requirements of this Agreement. The Parties agree that to comply with audit provisions applicable to federal subrecipients under 45 C.F.R. § 75.216 and under the DHCS Agreement. If applicable, the Applicant Agency will complete and submit such documentation requested by the Sub-Recipient to assure compliance with any applicable audit requirements. The Applicant Agency agrees to retain all books, records, and other documents relative to this Agreement for at least three (3) years following final payment under this Agreement, unless any litigation, claim, financial management review, or audit is started before the expiration of the three (3)-year period, in which case the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The Applicant Agency agrees to make such records available for review to the Sub-Recipient, SAMHSA, the Office of Inspector General for the United States Department of Health and Human Services, the Comptroller General of the United States, DHCS, or any of their respective authorized representatives.
6. NOTICE: All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each a "Notice") shall be in writing and addressed to: (a) Sub-Recipient at 120 North Washington Square, Suite 705, Lansing, MI 48933; or (b) the Applicant Agency at 163 May Street, Bishop, CA 93514. The Parties may update their respective addresses from time to time by providing a Notice in accordance with this Section. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving Party has received the Notice and (b) the Party giving the Notice has complied with the requirements of this Section.
7. LIABILITY. Each Party is responsible for its own acts or omissions and the negligent acts and omission of its respective employees, personnel, and agents, to the greatest extent allowed by law. The Applicant Agency shall promptly notify the Sub-Recipient of any claim against the Applicant Agency that relates to the Applicant Agency's performance under this Agreement.
8. DEBARMENT AND SUSPENSION. The Applicant Agency certifies, to the best of its knowledge and belief and after reasonable due diligence, that its principles and key personnel:
 - a. Are not presently suspended, debarred, declared ineligible, or voluntarily excluded from eligibility for covered transactions by any Federal department or agency;
 - b. Within the three (3)-year period preceding the execution of Agreement, have not been convicted of, or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction;
 - ii. Violation of a Federal or State antitrust statute;
 - iii. Embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - iv. False statements or receipt stolen property.

- c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated above.
 - d. Within a three (3)-year period preceding the execution of this Agreement, have not had any public transaction (Federal, State, or local) terminated for cause or default.
9. ENTIRE AGREEMENT: This Agreement, together with any other documents incorporated by reference, including Exhibit A, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
10. AMENDMENT: This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party to this Agreement, and any of the terms thereof may be waived, only by a written document signed by each Party to this Agreement or, in the case of waiver, by the Party or Parties waiving compliance.
11. GOVERNING LAW: This Agreement and all related documents, including all appendix, exhibits, or schedules attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of California, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California.
12. SEVERABILITY: If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
13. EXECUTION IN COUNTERPART: This Agreement may be executed in multiple counterparts and by e-mail or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.
14. GRANT ADMINISTRATION

Is the Applicant Agency a public institution? Yes _____ No _____
 If no, Applicant Agency must submit a completed IRS Form W-9 with the signed agreement.

Funds may be paid via electronic fund transfer or paper check. Applicant agency must state preference and submit the associated information.

___ Electronic fund transfer Submit ACH banking information with the signed agreement

___ Paper check Name of Payee _____
 Mailing Address _____

(SIGNATURES BELOW)

IN WITNESS WHEREOF, each of the Parties has caused this MOU Agreement 2021-004 to be executed by its duly authorized representative on the day and year written below:

APPLICANT AGENCY:

Inyo County Health and Human Services

By: _____
(SIGNATURE)

Name: Marilyn Mann

Title: Director of HHS

Date: _____



SUB-RECIPIENT:

HEALTH MANAGEMENT ASSOCIATES, INC.

By: _____
(SIGNATURE)

Name: _____

Title: _____

Date: _____

PENDING



County of Inyo



County Administrator - Parks & Recreation

DEPARTMENTAL - ACTION REQUIRED

MEETING: July 20, 2021

FROM: Leslie Chapman

SUBJECT: Concession Agreement for Operation and Maintenance at the Tecopa Hot Springs Campground and Pools.

RECOMMENDED ACTION:

County Administrator - Parks & Recreation - Request Board ratify and approve the concessionaire's agreement between the County of Inyo and Tecopa Hot Springs Conservancy, LLC of Las Vegas, NV for the operation and maintenance of the Tecopa Hot Springs Campground and Pools in Tecopa, CA for the period of July 1, 2021 through June 30, 2031, with two options to extend through June 30, 2041, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

The County leases 40-acres of land from the Federal Bureau of Land Management (BLM) in Tecopa, California, on which there are several County improvements including: 250 dry campsites (105 have electrical hookups); four (4) restroom facilities; two (2) bathhouses with showers; a community center; a 2-acre sewage evaporation treatment pond; and, an R.V. dump station.

Tecopa Hot Springs Conservancy, LLC has been the concessionaire for the Tecopa Hot Springs Campground since 2015 when they were the selected from two proposals that were submitted as responses to a request for proposal. The staff report from the time had a concise description of the process and history of County vs Concessionaire run operations for the hot springs and campground. That description is quoted below in the history section of this staff report for those who may not recall the process and result.

The existing contract expired December 31, 2020 and has been under the holdover provisions since then. Before the lease expired, the Concessionaire approached the County with a desire to renegotiate the contract rather than exercising the first 5-year option to extend the lease, stating the following reasons:

- They can't afford the escalating Operation Fees stated in the contract after losing two busy seasons due to COVID -19, which greatly impacted their revenues;
- They underestimated the condition of electrical lines and water lines and have had to divert money to repairs, depleting funds anticipated for improvements.
- They have recently invested in redoing the bath houses and other repairs and don't want to lose their investment.
- They need cash flow to continue making improvements, so they requested that the County waive the

minimum operating fee for the next two years and agree to a flat \$5,000 for the duration of the agreement with assurance that the improvements listed on Attachment A will be completed.

Based on meetings with the Concessionaire and knowledge of the impacts of COVID and the condition of the hot springs and bath houses, staff determined that the above requests appear reasonable. Additional considerations were given to the cost of issuing a new RFP and the likelihood that there will be other qualified concessionaires responding to the RFP, based on prior experience at this location. During the renegotiation phase, Public Works and Building and Maintenance were consulted and they recommended adding clarifying language on areas of responsibility such as water, sewage, electrical and building permits. With the help of County Counsel, that was done. Additionally, County staff and the Concessionaire agreed to more frequent meetings to discuss projects, issues and resolutions. We also established consistent lines of communications for complaints. With all of the above information and considerations, staff recommends approving this new Concessionaire's Agreement.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The following excerpt was copied from the staff report dated January 13, 2015 which was when the Tecopa Hot Springs Conservancy, LLC was named successful bidder and a five-year contract with two extension options was approved and executed:

Since 2004, the County has relied upon a concessionaire, California Land Management (CLM) to operate the pools and campground under a concessionaire agreement. The CLM agreement expired on October 1, 2014. Since that time the County has been operating the Campground and Pools with existing and temporary staff. In year's prior the concessionaire agreement, the County operated the campground and pools. The County collected a fee at the campground but the pools were open to the public, free of charge, 24-hours a day. Since October the County has been collecting for camping but the pools have been available free for public use during hours that staff was available on the premises.

On June 10, 2014, the Board of Supervisors reviewed options for the operation of the Tecopa Hot Springs Campground and Pools and directed staff to issue a Request for Proposals (RFP) for a potential concessionaire.

Staff presented several options to the Board regarding potential operation models to be explored including:

- Operate with County staff - either shared with Library and HHS or dedicated Parks staff
- Issue new RFP for Concessionaire Agreement
- Allow for free public use of Bath Houses, and close campground
- Close Bath Houses and campground

In addition to the discussion with your Board, staff also held a community meeting in Tecopa on June 10, 2014 to solicit input regarding operations of the campground and pools. With the input from the Board and the community in mind, staff prepared an RFP. On July 15, 2014 your Board approved the issuance of an RFP for a potential concessionaire. The RFP was sent to campground and hot springs operators throughout California and Nevada as well as to interested parties in the community of Tecopa. Responses to the RFP were due September 19, 2014. The County received two responses as follows:

- Tecopa Hot Springs Conservancy
- Indy Development Group, LLC

As community residents requested at the Tecopa meeting on June 10, 2014 both proposals were made available for community review to community members at the Tecopa Community Center. A form was provided for the rating and ranking of the proposals. In another meeting to update the community on September 23, 2014, both respondents were in attendance and each gave a brief summary of their proposal to the members of the community in attendance at the meeting. All forms and comments that were submitted have been reviewed and weighed by staff.

Staff reviewed both proposals for content and in association with the scoring criteria within the RFP, and with consideration given to the community input. On November 12, 2014 staff updated your Board with the recommendation that negotiations for a concessionaire agreement begin with the Tecopa Hot Springs Conservancy. Staff has exchanged numerous emails and on December 22, 2014 held a meeting with Tecopa Hot Springs Conservancy in an effort to agree upon contract terms. Those efforts have resulted in the mutually agreeable and beneficial contract being recommended for approval.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the Agreement, however, this is not recommended as that would require the County to operate and maintain the facility, which has proven difficult and costly in the past. Your Board could also direct staff to do a request for proposal, however, that is not recommended as there were only two responses in the past and staff and the Tecopa community chose Tecopa Hot Springs Conservancy.

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. Tecopa Concessionaire Agreement 2021

APPROVALS:

Leslie Chapman	Created/Initiated - 6/24/2021
Darcy Ellis	Approved - 6/28/2021
Leslie Chapman	Approved - 6/28/2021
Marshall Rudolph	Approved - 6/28/2021
Amy Shepherd	Final Approval - 6/29/2021

**CONCESSION AGREEMENT BETWEEN COUNTY OF INYO
AND TECOPA HOT SPRINGS CONSERVANCY, LLC FOR
THE OPERATION AND MAINTENANCE OF THE
TECOPA HOT SPRINGS PARK AND CAMPGROUND**

THIS AGREEMENT, made and entered into this 25th day of May, 2021 between the COUNTY OF INYO, a political subdivision of the State of California, hereinafter called "County", whose address is 224 N. Edwards Street, Independence, California, 93526, and Tecopa Hot Springs Conservancy hereinafter called "Concessionaire", whose corporate address is 7223 Linden Ave, Las Vegas, NV 89110 and whose mailing address is P.O. Box 103 Tecopa, CA 92389. The County Administrator or his/her designee shall act on behalf of the County for purposes of this agreement.

WITNESSETH:

WHEREAS, County leases from the Bureau of Land Management (BLM) certain property, more commonly referred to as Tecopa Hot Springs Park and Campground, and mineral water bathhouses for the use of and enjoyment of the public; and

WHEREAS, County desires to grant to Concessionaire the right to operate thereon a campground, bathhouses and camp retail store for the benefit and enjoyment of the users of said recreational facility, and County warrants that it has the rights and ability to grant these rights; and

WHEREAS, Concessionaire is desirous of operating such operation within said recreational facility;

NOW, THEREFORE, the parties hereto do hereby agree one with the other as follows:

FOR AND IN CONSIDERATION of the mutual terms, covenants and conditions herein, County grants to Concessionaire the exclusive right during the term of this agreement to enter onto and operate a campground and bathhouses (hereinafter referred to as "campground") at Tecopa Hot Springs Park and Campground upon the terms and conditions more fully hereinafter set forth.

1. AGREEMENT SUBJECT TO MASTER LEASE.

1.1. Concessionaire agrees that notwithstanding any other provision of this Agreement, this Agreement is subject to the terms and conditions of any existing lease, contract, encumbrance, or any such document, right, or interest which may hereafter be exchanged or substituted therefor, affecting the County's rights to the premises. In no event shall Concessionaire seek, have or claim any right of possession or occupation of the premises at variance with the terms thereof or beyond the period of County's right thereto and, notwithstanding any other provision of this Agreement, the term of this Agreement shall automatically terminate without prior notice to concessionaire twenty-four (24) hours prior to the expiration or termination of any such underlying lease or contract. Nothing herein shall obligate County to renew any such underlying lease, contract, encumbrance or easement.

1.2. The County currently leases the Tecopa Hot Springs Park Campground from the United States Department of the Interior, Bureau of Land Management (the Master Lease), the terms of this Agreement are subordinate to that lease as set out in the foregoing paragraph, and the Master Lease between the County and BLM for the Tecopa Hot Springs Park Campground terminates on December 31, 2033.

1.3 Should any successor Master Lease between the County and BLM materially change the County's obligations, the Parties agree to meet and confer regarding possible modifications to this agreement relative to material impacts to the County resulting from the new Master Lease. Nothing herein shall obligate BLM to renew any such master lease, contract or successor document. The County will continue to occupy and operate the on-site Community Center, Library facilities, playground, and sewage treatment lagoon.

2. EQUIPMENT. Concessionaire agrees, in its own name, to provide all equipment, insurance, licenses, permits, supplies of all kinds and nature, and to require County to furnish nothing whatsoever in the course of its operation of such campground.

3. TERM.

3.1. This agreement shall be for a period of approximately ten (10) years from the date of commencement, subject to two (2) options in favor of Concessionaire to renew said agreement for five years each on the same terms and conditions as in the initial term, subject to section 4.2 below.

3.2. Exercise of Options. The two options shall be for separate and successive five (5) year periods. A written notification of the exercise of an option must be received by the County no less than six (6) months prior to the expiration of the initial concession term or successive option period, sent by certified mail to the address hereinafter provided. Failure to exercise any option in the manner provided above by making a written request of County will nullify that and successive options herein granted. Options may be exercised provided:

3.2.1. Neither Concessionaire nor County has terminated this Agreement, or any extension thereof, for any reason.

3.2.2. Concessionaire is not in default under any term or condition of this Agreement, or any extension thereof.

3.3. This agreement shall commence on July 1, 2021, and cease and terminate for all purposes on June 30, 2031, unless an option is exercised as set forth, at which time the new dates for said term shall take effect on the terms and conditions herein provided.

3.4. This agreement may be terminated by either of the parties hereto for cause upon one party giving ninety (90) day notice in writing to the other party of its intention to terminate this agreement. If Concessionaire is in noncompliance with any portion of this agreement, the County may terminate this agreement for non-compliance after thirty (30) day written notice if 30 days after written notice has been given to Concessionaire of the noncompliance said noncompliance has not been cured, or, if the noncompliance cannot reasonably be cured within 30 days, and Concessionaire fails to commence to cure the noncompliance within the 30-day period and does not diligently and in good faith continue to cure the default.

4. OPERATION FEES.

4.1. Operation Fees - Option Periods. The Operation Fee during the term of this ten (10) year lease shall be Five Thousand Dollars (\$5,000) annually, subject to the waiver set forth in paragraph 11.5 below.

Recognizing the distant time horizons associated with the options provided for in this agreement, and that business conditions may change considerably by the time the Concessionaire may decide to exercise these options, the Parties agree that the Operation Fees for the Option Periods in this section shall be renegotiated during the six (6) month period prior to the Concessionaire's deadline for exercising the option(s) described in section 3.2 above. Any negotiated change in the Operation Fees for the Option Period must be approved by the County Board of Supervisors prior to exercising of the option.

4.2 Payment to County. Commencing on July 1, 2021, , Concessionaire shall make payment to County, on or before May 30th each year, for a lump sum payments of the minimum Operation Fee for the previous calendar year. The Fee shall be sent to: County of Inyo, Parks Office, 1360 N. Main St., Room 231, Bishop, CA 93514.

4.4. Late Fee. Concessionaire acknowledges late payment by Concessionaire to the County of the annual fee will cause County to incur costs not contemplated by the Agreement. Such costs include, without limitation, possessory and accounting charges. Therefore, if payments are not received by County when due, Concessionaire shall pay to County an additional sum of 5% of the overdue payment as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that the County will incur by reason of late payment by Concessionaire. Acceptance of any late charge does not constitute a waiver of Concessionaire's default with respect to the overdue amount, or prevent County from exercising any of the other rights and remedies available to County.

5. ACCOUNTING/AUDITING.

5.1 Concessionaire agrees to maintain accounting records, according to accounting procedures acceptable to County, for the operation of campground, pools and store. Said records shall include accounting for all income from camping fees, pool use, RV holding tank dumping, and all income from any other source of revenue, including retail, and all expenditures relating to the improvements referred to herein. Accounting for expenditures for improvements shall be kept separate and distinct from accounting for expenditures for operations and maintenance. Said records shall be available to County for inspection at all times. Concessionaire shall make available for auditing purposes its accounting records, relating to this agreement, to County's Auditor/auditing firm who may be auditing for the County, and the Grand Jury.

5.2 Concessionaire shall submit to County, no later than June 30th each year, financial statements, including a balance sheet and income statement for the calendar year ended the prior December 31st. These financial statements may be subject to audit by a CPA firm, at Concessionaire's expense, upon request by the County.

6. PURPOSES; DAYS AND HOURS: OPERATION.

6.1. The premises shall be used by Concessionaire only for the purpose of operating a campground, store, and public bathhouses.

6.2 Concessionaire shall operate and maintain the campground in accordance with the provision of Exhibit A and B hereto; the "'Request for Proposal' for Concessionaire for operation of the Tecopa Hot Springs Campground, Tecopa, California, dated August, 2014, Concessionaire's proposal in response to that Request for Proposal; and Concessionaire's response to

County's "Notice Requesting Additional Information, etc."

6.3. Concessionaire shall, without cost to the County, continuously operate the campground for the purposes specified in the Agreement. If the buildings or equipment used for the campground are damaged or destroyed and this Agreement remains in full force and effect, Concessionaire shall continue to operate the campground to the extent reasonably practical from the standpoint of good business judgment during any period of reconstruction. Concessionaire shall employ its best efforts to operate the business conducted on the premises in a manner that will produce the maximum volume of gross sales.

6.4. Concessionaire may utilize the County-operated Community Center for community events open to the public with written permission of the Director of Parks.

6.5. Concessionaire agrees to operate said concession in accordance with all applicable Inyo County ordinances and the laws of the State of California, and the rules and regulations adopted thereunder, governing such establishments. Concessionaire shall inform the public utilizing the RV sewage dump facilities that they are prohibited from utilizing treatment chemicals in their waste disposal and shall ensure that the RV sewage dump facilities are not utilized beyond the designed capacity. Additionally, Concessionaire will maintain the bathhouses and restrooms located within the campground in a clean, sanitary condition and ensure that the facilities are well stocked at all times. Concessionaire shall operate the campground in a clean, safe, wholesome and sanitary condition, free of trash, garbage or obstructions of any kind, and in compliance with any and all present and future laws, rules or regulations of any governmental authority now, or at any time during the term of this Agreement, relating to public health, safety or welfare. Concessionaire further agrees that it is the sole operator of such campground and that the County has no interest in the operation of the business to be conducted thereon and that County is in no way responsible for any indebtedness which may arise from its operation of said concession. No offensive or dangerous activity shall be carried on or permitted on the concession premises. No goods, merchandise or materials that are explosive or hazardous shall be sold, kept or stored on the premises.

6.6. The campground may be operated 24 hours a day.

7. MAINTENANCE. Concessionaire agrees to maintain the campground, buildings, including the rest room and shower building at the campground as described in Attachment C, and related equipment and shall, at its own expense, provide routine maintenance to the electrical and water systems (including wells and the water supply to the Community Center), plumbing, gas service, roofs, and sewer piping exiting buildings to the point of entry to the treatment pond. Concessionaire shall comply with all laws, rules and regulations applicable thereto, adopted by federal, state or other governmental bodies, or departments or officers thereof, including, without limitation, the obligation at

Concessionaire's cost to alter, maintain or restore its facilities in compliance and conformity with all laws relating to the condition, use or occupancy of its facilities during the term of this agreement. This agreement is expressly subject to present and future regulations and policies of the County. Concessionaire shall remedy without delay any non-compliance and any defective or dangerous conditions.

8. SIGNS. All promotional materials and signs to be placed at, distributed from, or in connection with the concession, must be submitted to County for prior approval and shall comply with the provisions of Title 18 of the Inyo County Code.

9. UTILITIES/TAXES.

9.1. Utilities. Concessionaire agrees to pay the full cost of all electricity and gas used in conjunction with the operation of the campground and concession facilities. Concessionaire is further responsible for the installation of further needed utilities and the provision of services used in connection with the concession, to include electricity, gas, telephone, garbage, sewer and water. Concessionaire will immediately contact all utility providers and transfer utility billings to Concessionaire's name and billing address, and shall not be responsible for prior amounts owed. Upon receipt of the concession and camping statement from the utility, Concessionaire hereby agrees to pay said statement in a timely manner.

9.2. Taxes. Concessionaire acknowledges and understands that this agreement may create a possessory interest subject to property taxation and Concessionaire may be subject to the payment of property taxes levied on such interest. Concessionaire further acknowledges that Concessionaire is responsible for any and all taxes on improvements of fixtures on said premises. Concessionaire shall pay before delinquency all taxes, assessments, license fees and other charges that are levied upon the personal property and improvements owned by Concessionaire, if any, and used or located on the subject premises; and shall pay any other tax arising out of Concessionaire's operations upon the premises, including, but not limited to, any possessory interest tax.

9.2.1 Concessionaire acknowledges and understands that Point of sale is Inyo County for all products, materials, equipment and vehicles delivered to Concessionaire for use in association with the Concession whether for improvements, sales or other uses.

10. CONDITIONS OF PREMISES. Concessionaire has inspected the campground and all buildings on the premises, and accepts these facilities in their present condition. County is not obligated to make any alterations, additions, improvements, or repairs to the concession facilities. Concessionaire agrees to return the campground and facilities to the County in the same or better condition as the campground and facilities were in when this agreement was signed.

11. ALTERATIONS AND IMPROVEMENTS.

11.1. Notwithstanding anything to the contrary in this Agreement, County has the right to cause alterations and improvements to be made at the campground. The work required to complete any such alterations or improvements shall not unreasonably interfere with the operation of the campground. The parties to this Agreement agree that the work to complete any project listed on Attachment A or B to this Agreement will not unreasonably interfere with the operation of the campground.

11.2. Concessionaire may, upon written approval from the Parks Director, with all requests for improvements from the Concessionaire to be made in writing, make improvements to the campground. Such improvements will then become the property of the County, unless otherwise agreed to in writing by the County.

11.3. Concessionaire shall not make any improvements or alterations to the premises without County's consent. Any alterations made shall remain on and be surrendered with the premises on expiration or termination of this agreement, except that County can elect, within 30 days before or five days after expiration of this Agreement, to require Concessionaire to remove any unapproved alterations that Concessionaire has made to the premises. Concessionaire shall apply for all required state and local permits prior to commencing any repairs, reconstruction, replacement, or installation of which is governed by title 24 and title 25 of the codified laws of California

11.4. If Concessionaire makes any alterations to the premises as provided in this Section 11, the alterations shall not be commenced until 10 days after County has received notice from Concessionaire stating the date the installation of the alterations is to commence so that County can post and record an appropriate notice of non-responsibility.

11.5. In exchange for the waiver of fees in year one and two of this Agreement, Concessionaire will prioritize those improvements outlined in Exhibit A and complete those improvements within the first two years of this agreement. Said waiver of fees shall be credited toward the amounts owed upon satisfactory completion of the improvements, as determined in the sole discretion of the County. Thereafter, Concessionaire shall consult with the County annually to prioritize and implement selected and agreed to improvements identified in Exhibit B.

12. CONCESSIONAIRE'S PERSONNEL.

12.1. Concessionaire's employees engaged in operating the premises shall be fully trained and qualified to perform the duties assigned to them. They may wear uniforms or other identification approved, in writing, by County. Concessionaire's personnel may drive private vehicles only as required

for loading and unloading items used to operate the concession.

12.2. Concessionaire shall control the conduct, demeanor and appearance of its officers, members, employees, agents, representatives, customers and patrons, and, upon objection by the County concerning the conduct, demeanor or appearance of any such person, Concessionaire shall immediately take all necessary steps to remedy the situation.

12.3. Concessionaire shall develop and maintain an *Employee Injury and Illness Prevention Program* that meets or exceeds all requirements as set forth by the California Health and Safety Code, CAC Title 8, as may be amended.

12.4. Concessionaire shall ensure that all employees meet the provisions of Section 5164 of the Public Resources Code for all employees who supervise minors. Copies are available in the County Administrator's Office.

12.5. Concessionaire shall ensure that all employees meet the provisions of Section 5163 of the Public Resources Code relating to TB tests for all employees who handle food. Copies are available in the County Administrator's Office.

13. QUALITY OF SERVICE: RATES AND CHARGES. The prices to be charged by Concessionaire shall be approved, in writing, by County prior to Concessionaire's charging such amounts. Concessionaire shall maintain a high standard of service. Concessionaire shall notify County, in writing, at least 30 days before changing any fee or price charged to the public ("charge"). If County finds that any charge is not comparable with like charges at other similar operations, County shall notify Concessionaire and request justification of such charge. If County shall reasonably determine, prior to such change, that the charge is not comparable, Concessionaire shall not implement same.

14. CAMPGROUND INSPECTION AND MAINTENANCE. County reserves the right of entry upon the campground premises at all reasonable times and the right to inspect the premises and the operation thereon, and if Concessionaire has been advised and requested, and refuses or neglects to do so, to do any and all work of any nature necessary for the immediate preservation, maintenance and operation of the campground and bathhouses and to charge Concessionaire of the cost thereof. Concessionaire shall be given reasonable notice when any such work may become necessary and will adjust operations in such a manner that the County may proceed expeditiously. County shall coordinate with Concessionaire in order to minimize the interruption to Concessionaire's activities.

15. INDEMNIFICATION.

15.1. To the fullest extent permitted by law, Concessionaire shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers from and against any and all liability, claims, damages, losses, judgments, expenses, and other costs, including litigation costs and reasonable attorney's fees, arising from all acts or omissions of Concessionaire or its officers, agents, or employees in rendering services under this Agreement; excluding, however, liability, claims, losses, damages, or expenses arising from County's sole negligence or willful acts. . Concessionaire's obligation to defend, indemnify, and hold the County, its officers, employees, agents, 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. Concessionaire'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 Concessionaire, 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. Concessionaire'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 Concessionaire to procure and maintain insurance.

15.2. County shall have no responsibility to safeguard the equipment and property of Concessionaire, in Concessionaire's possession, or that of any of its invitees. County shall have no responsibility to safeguard or protect the Concessionaire or its employees, agents, officers, directors, or any of its invitees from bodily injury (including death) or personal injury.

15.3. In the event a claim is made against County, or County is named a co-defendant in any action, Concessionaire shall immediately notify County of such fact, and at County's option shall either retain legal counsel to represent County in such action at Concessionaire's sole expense, or reimburse County for County's litigation costs, expenses and attorney's fees in undertaking to represent itself.

15.4. In the event a claim is made against both County and Concessionaire for the joint and several liability of County and Concessionaire, the determination as to the apportionment of liability between County and Concessionaire shall be made by the judge in a court of competent jurisdiction. Concessionaire must give prompt notice to County in the event of any fire or accident involving personal injury or property damage at the concession facilities. Neither County nor Concessionaire shall request that the apportionment of liability be determined by a jury. Notwithstanding the apportionment of liability between County and Concessionaire, Concessionaire shall nevertheless be responsible to indemnify, defend, protect and hold harmless County as fully set forth above, unless the court determines that the injury or damage resulted from

the sole negligence or intentional and willful misconduct of County, its officers, directors, agents or employees.

15.5. Concessionaire hereby waives all claims and recourse against County, including the right or contribution for loss or damage or expenses by reason of death or injury to persons or damage to property, and releases County from any liability relating to, or in any way connected to, Concessionaire's activities or Concessionaire's use of the campground, or facilities, unless injury or damage is caused by the sole negligence or the intentional and willful misconduct of County, its officers, directors, agents or employees.

16. **INSURANCE.** Concessionaire shall procure and maintain for the duration of the contract, insurance as set forth in Attachment D.

17. **ASSIGNMENT AND SUBLETTING.** Concessionaire shall neither assign, nor otherwise convey any interest in this agreement, without the prior written consent of County, and any attempt to assign any such interest without such prior written consent shall be void. If consent to any such assignment or Sub-Agreement is given by County, Concessionaire shall be and hereby agrees to be and remain fully bound and responsible hereunder for such duties and obligations as may be assigned to another. Any sub-agreement entered into by Concessionaire shall expressly provide for recognition and acceptance of all the terms of this agreement as binding upon sub-agreement.

18. **WAIVER OF CONTRACT TERMS.** No delay or omission in the exercise of any right or remedy of County on any default by Concessionaire shall impair such right or remedy or be construed as a waiver. The receipt and acceptance by County of any delinquent concession fee shall not constitute a waiver of timely payment for the particular concession fee payment involved. County's consent to or approval of any act by Concessionaire requiring County's consent or approval shall not be deemed to waive or render unnecessary County's consent to or approval of any subsequent act by Concessionaire.

19. **DEFAULT.**

19.1. The occurrence of any of the following shall constitute a default by Concessionaire:

19.1.1. Failure to pay the Annual Operation fee when due. Any amount subject to a bonafide dispute shall be paid under protest.

19.1.2. Concessionaire's failure to occupy and operate the premises for 10 consecutive days shall be deemed an abandonment and vacation of the campground and concession premises (). Non occupation or operation of the premises is permissible with advance written approval of the Parks Director during seasonal/scheduled closures, or in the event of natural disasters or other threats to the safety of the personnel and employees of Concessionaire.

Requests for abandonment and/or vacation shall be made in writing with 30 days advance notice.

19.1.3. Failure to perform any other provision of this Agreement, if the failure to perform is not cured within 30 days after notice has been given to Concessionaire, or, if the default cannot reasonably be cured within 30 days, Concessionaire fails to commence to cure the default within the 30-day period and diligently and in good faith continues to cure the default.

19.1.4. Concessionaire becomes insolvent or files for bankruptcy, either voluntarily or involuntarily.

19.2. Notices given under this paragraph shall specify the alleged default and the applicable provisions of the Agreement, and shall demand that Concessionaire perform the provisions of this Agreement or pay the concession fee that is in arrears, as the case may be, within the applicable period of time, or quit the premises. No such notice shall be deemed a forfeiture or a termination of this agreement unless County so elects in the notice.

19.3. County shall have the following remedies if Concessionaire commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law.

19.3.1. County may continue this agreement in full force and effect, and the agreement will continue in effect as long as County does not terminate Concessionaire's right to possess and operate the facilities. County shall have the right to collect the concession fee when due. After Concessionaire's default, and for as long as County does not terminate Concessionaire's right to possession of the concession premises, and if Concessionaire obtains County's written consent, Concessionaire shall have the right to assign or sublet its interest in this Agreement, but Concessionaire shall not be released from liability.

19.3.2. County may terminate Concessionaire's right to possess and operate the campground and concession premises (baths and camp store) at any time following a default. No acts by County, other than giving notice to Concessionaire, shall terminate this Agreement. Acts of maintenance, efforts to locate a new concessionaire, or the appointment of a receiver on County's initiative to protect County's interest under this agreement shall not constitute a termination of Concessionaire's rights under the Agreement. On termination, County has the right to recover from Concessionaire court costs necessary to compensate County for all damage proximately caused by Concessionaire's default. Concessionaire shall be liable immediately to County for the reasonable and necessary costs County incurs in entering into another concessionaire agreement for the concessions including, without limitation, restoring the facilities as detailed in this Agreement and subject to Paragraph 22 and /or 24.1, and like costs.

19.3.3. County, at any time after Concessionaire commits a default, may cure the default at Concessionaire's expense. If County, at any time, by reason of Concessionaire's default, pays any sum or does any act that requires the payment of any sum, the sum paid by County shall be due immediately from Concessionaire to County at the time the sum is paid, and if paid at a later date, shall bear interest at the maximum rate an individual is permitted by law to charge from the date the sum is paid by County until County is reimbursed by Concessionaire. The sum, together with interest on it, shall be an additional concession fee.

20. LIENS Concessionaire shall not suffer or permit any mechanic's, materialmen's or other liens to be filed against the premises and/or the buildings and improvements located thereon, or against the County or any lender holding funds for any work on the premises done by Concessionaire. If any such liens or similar proceedings are filed or commenced, Concessionaire shall, within 30 days after notice of the filing thereof, cause the same to be discharged or recorded by payment, deposit, order of court or bonding; provided, however, that Concessionaire shall have the right to contest, with due diligence, the validity or amount of any such lien, if Concessionaire shall give to County security therefore, reasonably acceptable to County, in an amount equal to one and one-half times the original and any increased amount of any such claim.

Nothing in this Agreement shall be deemed in any way to constitute the consent of County, express or implied, to the performance of any labor or the furnishing of any material for any improvement, alteration, repair or replacement of the buildings and improvements on the Premises by any contractor, subcontractor, laborer or materialman, nor as giving Concessionaire any right, power or authority to contract for, on County's behalf, the rendering of any services or the furnishing of any materials.

21. DAMAGE/DESTRUCTION. If, during the term of this agreement, the campground or other facilities are totally or partially destroyed from any cause other than Concessionaire's partial or sole negligence, County, at its option, may terminate this agreement or restore the premises and other improvements thereon to substantially the same condition as they were in immediately before destruction. If County elects to restore, such destruction shall not terminate this agreement. In the event the premises are totally or partially destroyed due to Concessionaire's negligence, Concessionaire shall, at County's option, promptly restore the Premises.

22. MODIFICATION OF AGREEMENT. Notwithstanding any of the provisions of this Agreement, the parties may, by mutual written consent, modify or amend this Agreement.

23. NON-DISCRIMINATION.

23.1. Concessionaire shall not discriminate on the basis of sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status, against any person by refusing to furnish such person any service or privilege offered to the general public. Nor shall Concessionaire publicize such services or privileges in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage of any person because of sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status.

23.2. During the performance of this Agreement, Concessionaire, 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. Concessionaire 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. Concessionaire 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.

24. SURRENDER OF PREMISES.

24.1. On expiration or termination of this Agreement, Concessionaire shall surrender to County the campground and all of Concessionaire's improvements and alterations in good condition. Concessionaire shall have a period of ten (10) days to remove all things which are the property of the Concessionaire. Concessionaire shall perform all restoration made necessary by the removal of Concessionaire's personal property within a reasonable time. If Concessionaire fails to surrender the premises to County on expiration or termination of the Term as required by this section, Concessionaire shall indemnify, defend, protect and hold County harmless from all damages resulting from Concessionaire's failure to surrender the premises.

24.2. County may elect to retain, or dispose of in any manner, Concessionaire's personal property that Concessionaire does not remove from the Premises on expiration or termination of this Agreement after giving at least a 10-day notice to Concessionaire. Title to Concessionaire's personal property that County elects to retain or dispose of on expiration of the 10-day period, shall vest in County. Concessionaire waives all claims against County for any damage to Concessionaire resulting from County's retention or disposition of Concessionaire's personal property. Concessionaire shall be liable to County for

County's costs for storing, removing, and disposing of Concessionaire's personal property.

24.3. If Concessionaire, with County's consent, continues to operate the campground after expiration of this Agreement, or after the date in any notice given by County to Concessionaire terminating this Agreement, such use by Concessionaire shall be on a month-to-month basis, terminable on a 30-day notice given at any time by either party. All provisions of this agreement except those pertaining to the term, shall continue to apply.

25. STATUS OF CONCESSIONAIRE. All acts of Concessionaire, 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. Concessionaire, by virtue of this agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this agreement, Concessionaire 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 Concessionaire 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:

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

25.2. Concessionaire 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.

25.3. Concessionaire, 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.

25.4. Concessionaire will obtain any and all necessary licenses and permits for such concession in the name of Concessionaire and not name County in any manner on such licenses or permits.

26. NOTICES. Except as otherwise provided herein, any notices required or permitted to be given under this Agreement shall be personally delivered or sent by certified mail and addressed to the respective parties at their addresses indicated on the first page hereof. Such addresses may be changed from time to time by notice, in writing, to either party.

27. ADVICE OF COUNSEL. Each party hereto has been provided full

opportunity for review of this agreement by legal counsel. Therefore, no presumption or rule that ambiguity shall be construed against the drafting party shall apply to the interpretation or enforcement of this agreement.

28. RULES AND REGULATIONS. Concessionaire agrees to comply with the ordinances, rules and regulations, and any other regulations of County. Such rules and regulations shall include County Ordinances 1024, 1038 and any amendments thereto or revisions or replacements thereof.

29. ENTIRE AGREEMENT. This instrument contains the entire Agreement of the parties relating to the rights granted and obligations assumed and supersede all prior written and oral discussions or representations.

////III

**CONCESSION AGREEMENT BETWEEN COUNTY OF INYO
AND TECOPA HOT SPRINGS CONSERVANCY, LLC FOR
THE OPERATION AND MAINTENANCE OF THE
TECOPA HOT SPRINGS CAMPGROUND**

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

COUNTY OF INYO

CONTRACTOR

Signature

By: _____

Dated: _____

Type or Print Name

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

Exhibit A
Priority Improvements

- Repair or replace campground restrooms and plumbing
- Picnic tables at every camp site with allowance for the required number of accessible tables
- Install electrical upgrades to section near bathhouses and store to reduce load on current system, including replacing existing electrical boxes.
- Upgrade electrical to 50 amp circuits in the “D” Section as existing service to the property will allow. New service to the property will be provided by the County in conjunction with Southern California Edison.
- Install metal fire rings with cooking grates in Section D permanent sites,
- Install picnic tables in Section D permanent sites
- Pave pathways on bathhouse grounds to create accessible pathways from the parking area to both bathing areas

Exhibit B
Long Term Improvements

- Campsite electrical upgrades including 30 amp and 50 amp facilities
- Remodel campground bathrooms to include shower facilities
- Install fire rings with cooking grates at all campground sections prioritized by most frequently used by guests.
- Install picnic tables at all campground sections prioritized by most frequently used by guests.

Exhibit C

Daily Maintenance Schedule

Daily Maintenance:

- Clean and sanitize both bath houses including tubs, restrooms and showers.
- Clean and sanitize campground restrooms.
- Stock all paper dispensers.
- Check and clear any plugged drains, toilets and laves.
- Check interior and exterior lighting for operation.
- Check for and remove trip and other hazards in public access areas.
- Disconnect or turn off power to all unoccupied camp sites.
- Check hot tubs for correct chlorination and water flow.
- Check operation of domestic water system.

Monthly Maintenance:

- Add root inhibitor to main line sewers.
- Check all electrical outlet and connections at campsites.
- Clean, maintain and evaluate all campsite.
- Pressure wash or hose down exterior of buildings
- Clean windows inside and out
- Check electrical pedestals at campsites for damage.
- Water Jet all lateral sewer lines in bath houses.
- Check all structures inside and out for damage, i.e. Leaking roofs, broken windows, missing or damage siding.
- Check all main electrical panels for sign of bad connections or excessive heat at circuit breakers.

Exhibit D Insurance Requirements

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, 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. 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.

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.

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.

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



Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: July 20, 2021

FROM: Assistant Clerk of the Board

SUBJECT: Approval of Meeting Minutes

RECOMMENDED ACTION:

Clerk of the Board - Request Board approve the minutes of the regular Board of Supervisors meeting of July 6, 2021.

SUMMARY/JUSTIFICATION:

The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, www.inyocounty.us.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 7/12/2021
Final Approval - 7/12/2021



County of Inyo



County Counsel

TIMED ITEMS - NO ACTION REQUIRED

MEETING: July 20, 2021

FROM: Grace Chuchla

SUBJECT:

RECOMMENDED ACTION:

11 a.m. - County Counsel - Request Board conduct a noticed hearing as part of the 2021 redistricting process.

SUMMARY/JUSTIFICATION:

As the Inyo County Redistricting Committee ("ICRC"), your Board is required per Elections Code section 21507.1(a) to hold at least four noticed public hearings related to the redistricting process following the 2020 Census. This hearing is the first of these hearings. The purpose of this hearing is for the ICRC to receive input from the public on issues such as communities of interest and district boundaries and for staff and the ICRC to answer any questions that the public may have about the redistricting process.

Notice of this hearing was provided as required by law, via both the timely publication of this agenda packet and via the posting of the attached Notice of Redistricting Hearing on the County's website. In addition to formal noticing, efforts were made to reach out to a variety of local organizations in the hopes that these groups would help raise awareness of the redistricting process among their members.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to decline to hold a hearing. However, this is not recommended, as this hearing is part of a larger schedule that is set up to ensure that the County complies with all laws related to redistricting.

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. 2021-06-15 Notice of July 20 Hearing

APPROVALS:

Grace Chuchla
Darcy Ellis
Grace Chuchla
Cathreen Richards
Marshall Rudolph

Created/Initiated - 6/28/2021
Approved - 6/29/2021
Approved - 6/29/2021
Approved - 7/12/2021
Final Approval - 7/12/2021



BOARD OF SUPERVISORS COUNTY OF INYO

P. O. DRAWER N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373
email: dellis@inyocounty.us



NOTICE OF REDISTRICTING HEARING

The Inyo County Redistricting Committee (ICRC) will hold its first hearing regarding the 2021 redistricting process on **July 20, 2021 at 11 am** in the Board of Supervisors Chambers at 224 N. Edwards St., Independence, CA 93526. Due to the lifting of coronavirus restrictions, the public may attend the meeting in person or via Zoom at this link: <https://zoom.us/j/868254781>.

Any member of the public who wishes to address the ICRC on the topic of redistricting may do so by:

- Attending the meeting in person and requesting the chance to comment
- Attending the meeting via Zoom and using the “raise hand” feature on Zoom
- Submitting a written comment via the ICRC’s website at this link: <https://www.inyocounty.us/government/board-supervisors/redistricting/comments>
- Mailing a written comment to: Inyo County Clerk of the Board, P.O. Drawer N, Independence, CA 93526

Live interpretation into Spanish is available for this meeting. However, to guarantee the availability of an interpreter, all requests for interpretation must be received at least 72 hours in advance of the meeting.

Please contact Grace Chuchla at gchuchla@inyocounty.us or 760-872-0933 if you have any questions about the redistricting process or the hearing.



Amy Shepherd
Auditor- Controller
ashepherd@inyocounty.us

(760) 878-0343
(760) 872-2700
(760) 876-5559
FAX: (760) 878-0391

COUNTY OF INYO
OFFICE OF THE AUDITOR-CONTROLLER
P. O. Drawer R
Independence, California 93526

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MARISSA SILVAS
Office Technician I
msilvas@inyocounty.us

July 8, 2021

Honorable Board of Supervisors
County of Inyo
Independence, Calif. 93526

Honorable Board Members:

In Accordance with Section and 26920 of the Government Code and your orders of February 5, 1950 and January 3, 1956, an actual count of money in the hands of the Treasurer was made on this date. The count showed the funds to be in balance, pending written verification of inactive accounts.

Very Truly Yours,

Amy Shepherd
Auditor-Controller

By:  Deputy
Heather Williams

STATEMENT

MONEY IN COUNTY TREASURY

FOR APRIL TO JUNE 2021

STATE OF CALIFORNIA
COUNTY OF INYO

The undersigned, County Auditor, having counted the money in the County Treasury of said County, as required by Section 26920 of the Government Code, and being duly sworn on oath, makes the following report for the period ending June 30, 2021

Amount of money that should be in the treasury on June 30, 2021

is	\$180,469,172.42	
Receipts from 033121-063021	\$48,328,012.74	
(Less paid warrants) Amount actually therein is	(\$48,891,958.50)	
Active Balance		\$12,254,024.74
BANK DEP ON HAND		\$0.00
LAIF		\$41,000,000.00
UBS MONEY MARKET		\$2,500,000.00
LOCAL AGENCY DEBT		\$645,842.99
FEDERAL AGENCIES		\$100,977,324.00
FA-TREASURY NOTES/BONDS		\$0.00
COMMERICAL PAPERS		\$21,978,997.22
CORPORATE OBLIGATION		\$0.00
CD		\$7,686,000.00
CHECKS		\$0.00
CURRENCY		\$54,012.00
SILVER		\$20.70
	179,905,226.66	\$187,096,221.65

Difference:

03/30/21 CUSIP#3130ALS96 (3,000,000.00)	\$3,000,000.00
03/30/21 CUSIP#3130ALS96-SETTLEMENT 3,000,000.00	(\$3,000,000.00)
06/30/21 REMOTE DEPOSIT ON TRANSIT	\$35,370.28
06/30/21 ICOE:CALPERS	(\$126,856.06)
06/30/21 ICOE:CALPERS	(\$97,271.33)
06/30/21 AUD PY:PERS-PIONEER	(\$1,787.78)
06/30/21 AUD PY:PERS-PIONEER	(\$450.10)
06/30/21 CUSIP#3130AMX31-SETTLEMENT	(\$3,000,000.00)
06/30/21 CUSIP#3130AMT28-SETTLEMENT	(\$4,000,000.00)

DIFFERENCE TOTALS	(\$7,190,994.99)
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Amy Shepherd

County Auditor

Subscribed and sworn to before me this

12th

day of

July



[Signature]
Assistant Clerk of the Board of Supervisors
INYO COUNTY

