



# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA

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

*Pursuant to California Government Code 54953(b)(1), an additional videoconference/call-in location has been established for Supervisor Jeff Griffiths who will be attending this meeting via Zoom at 5385 Road 110, Hopland, CA 95449.*

**NOTICES TO THE PUBLIC:** (1) This meeting is accessible to the public both in person and, for convenience, via Zoom webinar. The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781. Anyone unable to attend the Board meeting in person who wishes to make either a general public comment or a comment on a specific agenda item may do so 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. Remote participation for members of the public is provided for convenience only. In the event that the remote participation connection malfunctions for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access. Regardless of remote access, written public comments, limited to 250 words or fewer, may be emailed to the Assistant Clerk of the Board at [boardclerk@inyocounty.us](mailto:boardclerk@inyocounty.us). (2) 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). (3) 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).

### REGULAR MEETING August 1, 2023

*(Unless otherwise specified by time, items scheduled for either the morning or afternoon sessions will be heard according to available time and presence of interested persons.)*

Start Time

- 8:30 A.M.** 1) **Public Comment on Closed Session Item(s)**  
Comments may be time-limited

#### **CLOSED SESSION**

- 2) **Public Employee Performance Evaluation – Pursuant to Government Code §54957 – Title: County Administrator.**
- 3) **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6 – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant County Administrators Sue Dishion and Meaghan McCamman, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Senior Budget Analyst Denelle Carrington,**

Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

**OPEN SESSION** (With the exception of timed items, which cannot be heard prior to their scheduled time, all open-session items may be considered at any time and in any order during the meeting in the Board's discretion.)

- 10 A.M.**
- 4) **Pledge of Allegiance**
  - 5) **Report on Closed Session as Required by Law**
  - 6) **Introductions** - The following new employees will be introduced to the Board: Hazardous Materials Program Manager Richard Medina, Environmental Health; Aracely Mendoza, Social Services Aide, and Luz Nunez, Program Service Assistant, HHS; and Dispatcher Nina Potter, Sheriff's Office.
  - 7) **Public Comment**  
Comments may be time-limited
  - 8) **County Department Reports**

**CONSENT AGENDA** (Items that are considered routine and are approved in a single motion; approval recommended by the County Administrator)

- 9) **Board of Supervisors Meeting Minutes**  
Clerk of the Board | Assistant Clerk of the Board  
  
**Recommended Action:** Approve the minutes from the regular Board of Supervisors meeting of July 18, 2023.
- 10) **Emergency Water Mitigation Payment for Previous Fiscal Year**  
County Administrator - Risk Management | Aaron Holmberg  
  
**Recommended Action:** Declare Belfor USA Group, Inc. a sole-source provider for the Emergency Mitigation Water services provided at the Commander's House in the previous fiscal year and approve the payment of Invoice #1790754 in the amount of \$86,357.06 to Belfor USA Group, Inc.
- 11) **Appointment of an Alternate to First 5 Children and Families Commission**  
Health & Human Services - First 5 | Marilyn Mann  
  
**Recommended Action:** Appoint Mr. Alex Burciaga to an unexpired three-year term on the First 5 Commission for an alternate ending December 5, 2023.
- 12) **Maternal Child Adolescent Health (MCAH) Agreement**  
Health & Human Services - Health/Prevention | Marilyn Mann  
  
**Recommended Action:** Ratify and approve the Maternal Child and Adolescent Health (MCAH) Agreement No. 202314 between the County of Inyo and California Department of Public Health in the amount of \$129,402.93 in State and Federal reimbursement for the period of July 1, 2023 through June 30, 2024, contingent upon the Board's adoption of the Fiscal Year 2023-2024



Budget, and authorize Marissa Whitney, MCAH Director, and the Board Chairperson to sign the Agreement Funding Application (AFA) Policy Compliance and Certification, contingent upon all appropriate signatures being obtained.

13) **Maternal Child Adolescent Health (MCAH) California Home Visiting Program (CHVP) Agreement**

Health & Human Services - First 5 | Marilyn Mann

**Recommended Action:** Ratify and approve the Maternal Child and Adolescent Health (MCAH) Agreement No. CHVP SGF EBHV 23-14 between the County of Inyo and California Department of Public Health in the amount of \$412,058 in State funding for the period of July 1, 2023 through June 30, 2024, contingent upon the Board's adoption of the Fiscal Year 2023-2024 Budget, and authorize Marissa Whitney, MCAH Director, and the Board Chairperson to sign the Agreement Funding Application (AFA) Policy Compliance and Certification, contingent upon all appropriate signatures being obtained.

14) **Amendment 1 to eXemplar Human Services Contract**

Health & Human Services - Social Services | Darcia Blackdeer-Lent

**Recommended Action:** Ratify and approve Contract Amendment No. 1 between the County of Inyo and eXemplar Human Services for the provision of Independent Contractor Services, revising the Term of Agreement and Limit on Amount Payable Under Agreement to include one additional month of services for Fiscal Year 2022-2023.

15) **Emergency South Lake Road Culvert Installation Project**

Public Works | Michael Errante

**Recommended Action:**

- A) As authorized by Public Contract Code section 20395(c), find that a threat of flood and/or storm damage to South Lake Road necessitated immediate action to safeguard life, health, or property such that the Department of Public Works had to take immediate action to perform work on a county road without soliciting bids; and
- B) Approve the payment of an invoice from Spiess Construction in the amount of \$43,400, covering the performance of emergency work on South Lake Road.

16) **Lease Agreements for the USFS Helitack Bases at the Independence and Bishop Airports**

Public Works | Ashley Helms

**Recommended Action:**

- A) Approve the lease agreement between the County of Inyo and the United States of America for the real property, located at the Bishop Airport, described as 700 Wye Rd., in an amount not to exceed \$29,716.63 per year for the five-year firm term of August 1, 2023 through July 31, 2028, and an amount not to exceed \$30,608.13 per year for a five-year soft term of August 1, 2028 through July 31, 2033, and authorize the Chairperson to sign, contingent upon all appropriate

- signatures being obtained; and
- B) Approve the lease agreement between the County of Inyo and the United States of America for the real property, located at the Independence Airport, described as 800 N. Edwards St., in an initial amount not to exceed \$14,035.03 per year for the 10-year firm term of August 1, 2023 through July 31, 2033, and a 10-year soft term of August 1, 2033 through July 31, 2043, with rate escalations of 3% every five years, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

17) **Sole-Source Provider Declaration and Purchase Order Authorization for Road Equipment Rentals**

Public Works | Michael Errante

**Recommended Action:**

- A) Declare United Rentals of Ridgecrest, CA a sole-source provider of equipment rentals; and
- B) Ratify and approve the additional amount of \$65,000 for United Rentals of Ridgecrest, CA and authorize the issuance of a purchase order in an amount not to exceed \$120,222.63, payable to United Rentals of Ridgecrest, CA for equipment rentals in the event the agreement needs to be extended for the continued runoff.

**REGULAR AGENDA - MORNING**

18) **Film Commissioner Written Report**

County Administrator - Advertising County Resources | Jesse Steele  
10 minutes (5min. Presentation / 5min. Discussion)

**Recommended Action:** A) receive written report from the Inyo County Film Commissioner; and B) hear brief update on Film Commission activities.

19) **Emergency Response Multi-Agency Cost-Share Agreement**

County Administrator | Nate Greenberg  
10 minutes (5min. Presentation / 5min. Discussion)

**Recommended Action:** Approve and authorize the Board Chair to sign the Cost Share Agreement for Multi-Agency Response to 2023 Winter Storms.

**LUNCH**

- 20) The Board will recess for lunch and reconvene for the afternoon session.

## **REGULAR AGENDA - AFTERNOON**

21) **Bishop Emergency Medical Service Status Update**

County Administrator | Nate Greenberg  
1½ hours (10min. Presentation / 80min. Discussion)

**Recommended Action:** A) Receive update on current status of 911 Emergency Medical Services in the greater Bishop area; and  
B) Provide staff direction as appropriate.

## **CORRESPONDENCE - ACTION**

- 22) **Inyo Council for the Arts** - Request to close Millpond Recreation Area to the public from 2 p.m. Thursday, September 14 through noon on Monday, September 18 to accommodate the 31st Annual Millpond Music Festival.

## **ADDITIONAL PUBLIC COMMENT & REPORTS**

- 23) **Public Comment**  
Comments may be time-limited
- 24) **Board Member and Staff Reports**  
Receive updates on recent or upcoming meetings and projects



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DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

August 1, 2023

Reference ID:  
2023-4018

### Board of Supervisors Meeting Minutes

Clerk of the Board

ACTION REQUIRED

#### ITEM SUBMITTED BY

Clerk of the Board

#### ITEM PRESENTED BY

Assistant Clerk of the Board

#### RECOMMENDED ACTION:

Approve the minutes from the regular Board of Supervisors meeting of July 18, 2023.

#### BACKGROUND / 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](http://www.inyocounty.us).

#### FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

#### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

#### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

#### ATTACHMENTS:

- Draft July 18, 2023 Minutes

**APPROVALS:**

Hayley Carter  
Darcy Ellis

Created/Initiated - 7/25/2023  
Final Approval - 7/26/2023

# MINUTES



# County of Inyo Board of Supervisors

**July 18, 2023**

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:31 a.m., on July 18, 2023, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Jennifer Roeser, presiding, Trina Orrill, Scott Marcellin, Matt Kingsley, and Jeff Griffiths. Also present: County Administrator Nate Greenberg, County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Ellis.

*Closed Session  
Public Comment*

The Chairperson asked for public comment related to closed session items and there was nobody wishing to speak.

*Closed Session*

Chairperson Roeser recessed open session at 8:31 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2 **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: County Administrator; No. 3 **Public Employment – Pursuant to Government Code §54957** – Title: HHS Director; No. 4 **Conference with Legal Counsel - Anticipated Litigation** - Significant exposure to potential litigation pursuant to paragraph (2) of subdivision (d) Government Code §54956.9: one potential case; and No. 5 **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant County Administrators Sue Dishion and Meaghan McCamman, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Senior Budget Analyst Denelle Carrington, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

*Open Session*

Chairperson Roeser recessed closed session and reconvened the meeting in open session at 10:12 a.m. with all Board members present.

*Pledge of Allegiance*

Chairperson Roeser led the Pledge of Allegiance.

*Report on Closed Session*

County Counsel Vallejo reported that the Board met under items 3 and 4 and by unanimous action by all members presented, voted to appoint Anna Scott as the Director of Health and Human Services upon the retirement of current Director Marilyn Mann. He added that a contract with the terms and conditions of employment will be forthcoming at a future meeting. Vallejo said the Board would reconvene in Closed Session for items 2 and 5 later in the meeting.

*Public Comment*

Chairperson Roeser asked for public comment related to items not calendared on the agenda and public comment was given by Lauralyn Hundley.

*County Department Reports*

Sheriff Stephanie Rennie introduced Correctional Officer Tammy McDevitt to the Board and announced Tammy's retirement from the department after 20 years of committed service as a Correctional Officer.

HHS Director Marilyn Mann thanked the Board for choosing Anna Scott to replace her as HHS Director. She reported that August is Breastfeeding Awareness Month, noting that HHS will be hosting an event in Bishop City Park to celebrate on August 4, 2023.

Child Support Services Director Amy Weurdig shared news that the Eastern Sierra CSS

Department was recently recognized by Mr. David Kilgore, the State Director of Child Support, for demonstrating “outstanding performance” in 2022 and for establishing child support orders in 96.4 percent of its cases. She added that August is Child Support Awareness Month.

Chief Probation Officer Jeff Thomson thanked his staff and read aloud a list of qualities and accomplishments of Inyo County’s probation professionals in observance of California Pre-Trial Probation and Parole Services Week.

Emergency Services Manager Mikaela Torres reported on recent training exercises, provided a status report on the March Spring runoff disaster, announced plans to collaborate with CalOES to borrow an earthquake simulator for the Great American Shakeout in October, and gave an update on the status of the transitioning to a new emergency alert system.

***Clerk of the Board –  
Approval of Minutes***

Moved by Supervisor Marcellin and seconded by Supervisor Orrill to approve the minutes from the regular Board of Supervisors meeting of July 11, 2023. Motion carried unanimously.

***County Counsel –  
Gibbs Giden Locher  
Turner Senet &  
Wittbrodt LLP  
Sole-Source Contract***

Moved by Supervisor Marcellin and seconded by Supervisor Orrill to:

- A) Declare Gibbs Giden Locher Turner Senet & Wittbrodt LLP, a California limited liability law partnership (the "Firm"), a sole-source provider of legal services;
- B) Approve the agreement between the County of Inyo and the Firm for the provision of legal services in an amount not to exceed \$100,000 contingent upon the Board’s approval of future budgets; and
- C) Authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

***HHS-Behavioral  
Health –  
2022-2025 Mental  
Health Services Act  
Plan***

Moved by Supervisor Marcellin and seconded by Supervisor Orrill to approve the Mental Health Services Act (MHSA) Integrated Three Year Plan (FY 22/23 through FY 24/25) in order to access funds under the approved MHSA Agreement, and authorize the HHS Deputy Director, Behavioral Health Division, as the County’s Mental Health Director, to sign the plan, County Certification Form, and fiscal attestation form. Motion carried unanimously.

***Public Works –  
McLaren Lane Road  
Closure***

Moved by Supervisor Marcellin and seconded by Supervisor Orrill to approve the closure of McLaren Lane in Bishop between the hours of 8:00 a.m. and 2:00 p.m. on Monday, July 31, 2023, for the purpose of Southern California Edison workers replacing a utility pole. Motion carried unanimously.

***Public Works –  
REACH Air Medical  
Commercial Hangar  
Lease Agreement***

Moved by Supervisor Marcellin and seconded by Supervisor Orrill to approve and ratify the lease agreement between the County of Inyo and REACH Air Medical Services, LLC DBA Cal-Ore Life Flight, LLC of Sacramento, CA for the real property described as 770 Airport Rd., Bishop CA, for an amount in year one of \$3,800 per month for the period of January 1, 2023 to December 31, 2027, with four two-year options to extend through December 31, 2035, and authorize the Public Works Director to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

***CAO - Bishop  
Chamber of Commerce  
and Visitors Bureau  
Marketing Update***

Chamber Executive Director Tawni Thomson and Creative Designer Julie Faber reported on the results of the 2022-2023 Fiscal Year Marketing campaign for Inyo County, noting upcoming events, collaborative advertising projects for the Bishop Chamber of Commerce, and a sample brochure of the Eastern Sierra Tour Road Trip brochure.

***CAO-Emergency  
Services & HHS –  
Coast 2 Coast Public  
Safety EMS Service  
Update***

HHS Director Marilyn Mann provided a brief timeline of events which led to the need for a new EMS service provider in the greater Bishop area and introduced interim EMS provider Coast 2 Coast’s Sarah Morris to the Board.

Morris gave a status report on the last 90 days of EMS services provided by Coast2Coast and noted key areas of concern regarding the companies’ ability to meet bottom-line costs for operations. Morris proposed a temporary subsidy until an Exclusive Operating Area is established to prevent continued loss of revenue to local competitors. She said without the subsidy, Coast 2 Coast will eventually have to give the County a 90-day notice with services being limited to one ambulance.



The Board asked questions and discussed possible solutions with the understanding that a more permanent solution for EMS services will take time and the short-term interim solution must first be given attention in order to prevent a gap in ambulance services.

Public comment was provided by City Administrator Deston Dishion, Big Pine Fire Chief Damon Carrington, and Mike Patterson with REACH Air Medical Services and the Emergency Medical Care Committee. Discussions ensued and scheduling a workshop was suggested in order to expand discussions.

*Recess/Reconvene*

Chairperson Roeser recessed the meeting at 11:55 a.m. to attend the Grand Jury swearing-in ceremony, with a plan to continue discussion on the EMS issue after the break. Chairperson Roeser reconvened in regular session with all Board members present at 1:05 p.m.

*Attendance  
Change/CAO-  
Emergency Services &  
HHS –  
Coast 2 Coast Public  
Safety EMS Service  
Update  
(continued)*

Supervisor Kingsley let the Board know that he would have to leave at 1:30 p.m.

Chairperson Roeser asked if there was any additional comment on the item and public comment was given by Northern Inyo Hospital Chief Nursing Officer Allison Partridge, Lisa and Mike Patterson with REACH, and Olancho-Cartago Fire Chief Chelsea Benbrook.

Supervisor Orrill reminded everyone that the contract with Coast2Coast is set to expire on July 24 and asked what needed to happen to ensure that there was no interruption in services after this date.

Supervisor Griffiths reminded everyone that this item was not set up to function as an action item with nothing, including a subsidy, having been agendaized for approval.

After additional discussion on what bullet points would need to be addressed, the Board directed County staff to meet with the City of Bishop, Bishop Tribe, and the EMS Communities Countywide to come up with a plan for interim EMS service to bring back to Board by August 1.

*Recess/Reconvene*

Chairperson Roeser recessed the meeting for a break at 2:30 p.m. and reconvened in regular session at 2:42 p.m. with all Board members present except Supervisor Kingsley.

*Water Department –  
LORP 2023-2024  
Annual Work Plan,  
Budget, and Schedule*

Water Director Holly Alpert presented the LORP Annual Work Plan, Budget, and Schedule.

Chairperson Roeser asked if there was anyone wishing to speak and public comment was given by Philip Anaya and Nancy Masters. The Board also received a written letter from Lynn Boulton of the Range of Light Group, Toiyabe Chapter of the Sierra Club.

Moved by Supervisor Marcellin and seconded by Supervisor Orrill to adopt the 2023-2024 Fiscal Year Lower Owens River Project Annual Work Plan, contingent upon approval by LADWP. Motion carried 4-0 with Supervisor Kingsley absent.

*Public Works –  
Eastern Sierra Water  
Association/Water  
Meter Grant  
Agreement*

Deputy Public Works Director John Pinkney presented information on the grant agreement with Eastern California Water Association for automatic-read water meters and explained how the funding will assist with the cost of infrastructure improvements required by the State.

Chairperson Roeser asked if there was anyone wishing to speak, and public comment was given by Dr. Holly Alpert and Nancy Masters, who spoke on behalf of herself and Mary Roper.

Moved by Supervisor Marcellin and seconded by Supervisor Orrill to:

- A) Authorize acceptance of the allocation of the \$558,000.00 grant for the Laws, Independence, and Lone Pine Meter Replacement Project;
- B) Approve the agreement between the County of Inyo and Eastern California Water Association (ECWA) of Coleville, California for the provision of grant funding in an amount not to exceed \$558,000.00 for the period of June 14, 2023 to April 1, 2027, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and

C) Authorize the Public Works Director to sign any documents required to accept these grant funds on behalf of the County of Inyo.  
Motion carried 4-0 with Supervisor Kingsley absent.

CAO –  
*Draft Eastern Sierra  
Comprehensive  
Economic Strategy*

The Board received a presentation from Assistant CAO Meaghan McCamman on the Draft Eastern Sierra Comprehensive Economic Development Strategy (CEDS) prepared by TPMA, Inc.

McCamman brought attention to information on the CEDS requiring edit and Board members provided additional feedback to be conveyed to TPMA.

*Public Comment III.*

Chairperson Roeser asked if there was any public comment and there was no one wishing to speak.

*Board Member & Staff  
Reports*

CAO Greenberg said he has been primarily working on the EMS issue and Fiscal Year 2023-2024 Budget.

*Closed Session*

Chairperson Roeser recessed open session at 3:35 p.m. to convene in closed session with all Board members present except Supervisor Kingsley to discuss the following item(s): **No. 2 Public Employee Performance Evaluation – Pursuant to Government Code §54957 – Title: County Administrator.**

*Open Session*

Chairperson Roeser recessed closed session and reconvened the meeting in open session at 4:40 p.m. with all Board members present except Supervisor Kingsley.

*Adjournment*

The Chairperson adjourned the meeting at 4:40 p.m. to 8:30 a.m. Tuesday August 1, 2023, in the County Administrative Center in Independence.

\_\_\_\_\_  
Chairperson, Inyo County Board of Supervisors

Attest: *NATE GREENBERG*  
*Clerk of the Board*

by: \_\_\_\_\_  
*Darcy Ellis, Assistant*



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COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

August 1, 2023

Reference ID:  
2023-4001

### Emergency Water Mitigation Payment for Previous Fiscal Year

#### County Administrator - Risk Management

ACTION REQUIRED

**ITEM SUBMITTED BY**

Aaron Holmberg, Risk Manager

**ITEM PRESENTED BY**

Aaron Holmberg, Risk Manager

**RECOMMENDED ACTION:**

Declare Belfor USA Group, Inc. a sole-source provider for the Emergency Mitigation Water services provided at the Commander's House in the previous fiscal year and approve the payment of Invoice #1790754 in the amount of \$86,357.06 to Belfor USA Group, Inc.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

On October 25, 2022, a fire broke out on the roof of the Commanders House that quickly spread to parts of the rest of the house. If not for the brave men and women of the Independence Volunteer Fire District and our Sheriff's Department, we could have lost the Commanders House and more of its contents in moments. Something else that saved the House was prompt mitigation following the fire. Our Property Coverage Program (PRISM) provided guidance on what to do following a fire of a covered property. We contacted a recommended vendor from PRISM immediately, and our CAO signed an agreement with Belfor on October 27, 2022. Belfor completed their mitigation mission for us promptly. They dried out the House, moved the contents, and disposed of destroyed materials. Our CAO signed a certificate of completion for the mitigation phase on November 21, 2022. Belfor then took two months to get an invoice to us. We received their invoice on 1/26/2023. We have not paid it yet, and we would like to do so now. We anticipate a payment on our property claim for the fire any day now. The property claim will cover the cost of this invoice and other invoices directly related to this fire.

**FISCAL IMPACT:**

<b>Funding Source</b>	Non-General Fund	<b>Budget Unit</b>	500903
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5156
<b>Recurrence</b>	One-Time Expenditure		
<b>Current Fiscal Year Impact</b>			
None - this is reimbursed 100% with Insurance funds.			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

Insurance has been utilized for this claim and the County will receive the payment from PRISM.

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve the payment, however this is not recommended as the services have been provided and the County would like to keep good standings with vendors.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Emergency Water Mitigation Services Invoice
2. Belfor Commercial Service Contract
3. Belfor Scope of Work and ROM

**APPROVALS:**

Denelle Carrington	Created/Initiated - 7/19/2023
Darcy Ellis	Approved - 7/19/2023
Aaron Holmberg	Approved - 7/19/2023
John Vallejo	Approved - 7/19/2023
Amy Shepherd	Approved - 7/20/2023
Nate Greenberg	Final Approval - 7/25/2023





**PROPERTY RESTORATION**

3553 LANDCO DRIVE, SUITE A  
BAKERSFIELD CA 93308-6169  
PHONE: (661) 636-0760  
FAX: (661) 636-0761  
EMAIL: Tiffini.Mountain@us.belfor.com  
TAX ID NO: 84-1309171  
CA LICENSE NO: GC# 810553

# INVOICE

INVOICE NO. 1790754  
INVOICE DATE 1/26/2023  
CUSTOMER NO. 1817380

**BILL TO:**

COUNTY OF INYO  
1360 N MAIN STREET  
BISHOP CA 93514

**JOB SITE:**

INYO COUNTY - COMMANDER'S HOUS  
1360 N MAIN ST  
BISHOP CA 93514

JOB NUMBER	ESTIMATOR	CLAIM NO.	INSURANCE CO.	PAYMENT TERMS	PURCHASE/WORK ORDER
110301227	Kimberly Rebecca Gattis			Due Upon Receipt	DIR # 443033

DESCRIPTION	AMOUNT
Emergency Water Mitigation	\$86,357.06
Services, per attached detail of charges.	
<b>Non-Taxable Amount</b>	\$86,357.06
<b>Taxable Amount</b>	\$0.00
<b>Sales Tax - 8.250%</b>	
<b>TOTAL DUE THIS INVOICE</b>	USD \$86,357.06

Any inquiries regarding this invoice should be submitted to us within 10 days of the receipt of this invoice.  
Please note contractual interest applies, accrues and is payable in addition to this balance due on this invoice.

Please include the invoice number on your check,  
make all checks payable to Belfor USA Group, Inc and remit to:  
3553 Landco Drive, Suite A  
Bakersfield CA 93308-6169

THANK YOU FOR CHOOSING BELFOR!  
[www.BELFOR.com](http://www.BELFOR.com)

BELFOR Property Restoration  
3553 Landco Drive Suite A  
Bakersfield, CA 93308  
661.636.0760

Invoice #: 1790754  
Project #: 110301227  
Invoice Type: progress  
Invoice Date: 1/26/2023

## PROJECT DETAILS

Project Type: Emergency Services  
Client Name: County of Inyo  
1360 N Main Street  
Bishop, CA 93514

Attention: Aaron Holmbert  
Project Name: County of Inyo Commanders House  
Project Address: 1360 N Main St  
Bishop, CA 93514

**BILLING TOTAL**  
**TOTAL: \$86,357.06**





BELFOR Property Restoration  
 3553 Landco Drive Suite A  
 Bakersfield, CA 93308  
 661.636.0760

# INVOICE

Federal Tax ID #: 84-1309171

Claim #:	
Invoice Due Date	2/25/2023
Invoice Number	1790754
Invoice Date	1/26/2023
Job / Project Number	110301227
Project Manager	Kimberly Gattis

**BILL TO INFORMATION:**

County of Inyo  
 1360 N Main Street  
 Bishop, CA 93514  
 aholmberg@inyocounty.us

**PROJECT INFORMATION:**

Attn: Aaron Holmberg  
 County of Inyo Commanders House  
 1360 N Main St  
 Bishop, CA 93514

**INVOICE SUMMARY DETAIL**

Billing Categories   Billing Details Attached	INVOICE	Invoice Category Totals
Billable Labor		\$34,235.95
Associated Labor Fees		\$1,525.37
Billable Lodging / Hotel		\$3,133.18
Materials and Consumables		\$2,531.36
Equipment and Tools		\$9,975.55
Subcontractors and Vendors		\$32,422.42
Reimbursable Items		\$2,687.73
Equipment Term Discount		(\$154.50)
<b>REMIT PAYMENT TO:</b>	Invoice Sub Total	\$86,357.06
BELFOR Property Restoration	Off-Site Logistics / Support OH Fee	\$0.00
3553 Landco Drive Suite A	AIG EQUIPMENT TERM DISCOUNT	\$0.00
Bakersfield, CA 93308	Tax Total	\$0.00
	Previous Payments / Credits	\$0.00
	Invoice Total Amount Due	\$86,357.06

Bill Processed By T&M Pro™ - T & M Billing System

Job / Project Number  
 110301227

Invoice Number  
 1790754

Client Name: County of Inyo  
Job/project #: 110301227

Invoice #: 1790754  
Invoice Date: 1/26/2023

## **BILLABLE LABOR DETAILS**

**TOTAL: \$34,235.95**



COMMERCIAL SERVICE CONTRACT

PROPERTY RESTORATION

CA License #810553

- List of service locations: Bakersfield, Fresno, Lake Tahoe, Los Angeles, Modesto, Orange County, Palm Springs, Riverside, Sacramento, San Diego, San Fernando Valley, San Francisco, San Jose, Santa Rosa.

This Commercial Service Contract (the "Contract") is entered into on this \_\_\_ day of \_\_\_, 20\_\_\_, by and between BELFOR USA Group, Inc., dba BELFOR PROPERTY RESTORATION ("BELFOR") and ("Customer"). This Contract is for: [ ] Emergency Service; [ ] Remediation; [ ] Reconstruction; and [ ] Other: \_\_\_ service to be performed at the following address: \_\_\_ (the "Property").

1. Contract Documents. The Contract Documents include this Contract and the following documents, which shall be deemed attached and incorporated into the Contract:

Table with 2 columns: Yes, No. Rows: Scope of Work (General Narrative), Estimate with a Stipulated Sum, Rate and Materials Schedule, Assignment of Benefits and Direction of Pay, Advanced Work Authorization.

2. Scope of Work. BELFOR hereby agrees to act as contractor and furnish all labor, materials, equipment, and subcontracted items reasonably necessary to complete the Work described in the attached Scope of Work (the "Work"). BELFOR and Customer may make changes to the Work described in the Scope of Work by executing a Change Order signed by both parties. Environmental sampling and investigation are beyond the scope of BELFOR's duties. If the Work involves mold or microbial contamination, Customer is advised to hire a qualified independent environmental professional with expertise and training in indoor air quality ("Consultant") to inspect the Property, advise Customer about potential health hazards and prepare a remediation protocol. BELFOR is not responsible for errors or oversights by Consultants, engineers or other professionals not hired by BELFOR. BELFOR may, at its option, remove contamination in areas beyond those identified by Consultant. In the event Customer elects not to retain a Consultant, Customer shall defend and hold BELFOR harmless from any loss or injury from mold or any other environmental condition that would likely have been detected or discovered in a thorough inspection by a diligent indoor air quality expert. Customer understands and acknowledges that microbial matter such as mold exists naturally in the environment, even in "clean" buildings, and that the goal of remediation is not to remove all mold spores or bacteria but to bring the concentrations to reasonably-acceptable levels. BELFOR will be deemed to have accomplished the objectives of remediation when it has met the criteria set forth in Bioaerosols, Assessment and Control (ACGIH 1999).

3. Exclusions. The Contract Price does not include the following services, which BELFOR may perform in its discretion, but is not required to perform, unless specifically described in the Contract Documents: A. Code upgrades or the repair of construction defects, code violations or illegal conditions.

- B. Excavation of filled ground or ground of inadequate bearing or rock or any other material not removable by ordinary hand tools.
- C. The remedy or repair of any unusual concrete footings, foundations, piers or damage caused by termites, dry rot or wet rot.
- D. Environmental inspections, industrial hygiene surveys, sampling, testing, analysis or consultations, including any such service with respect to mold, fungi, bacteria, lead or asbestos.
- E. Engineering, architecture, plans, professional design services and the work of Consultants.
- F. Replacement, rerouting, or relocation of plumbing, gas, water or sewer lines, vents, pipes, ducts, conduits or wiring.
- G. Replacement of any existing electrical service panel other than to add circuit breakers or fuse blocks to distribute electric current to new outlets.
- H. Work on city sewer systems.
- I. Mold remediation, sewage cleanup, asbestos abatement, lead abatement or environmental decontamination.
- J. Any work not specifically identified in the Scope of Work, including without limitation, work required by any public body, utility, inspector or lender.
- K. Other: \_\_\_\_\_

4. **Best Efforts.** BELFOR and Customer acknowledge that the Property which is the subject of the Work has been involved in a fire, flood, or other catastrophe. BELFOR will perform the Work on a "best efforts" basis, but cannot, and therefore does not, guarantee that the Property will be operational or free from defects following completion of the Work. The Work will be performed in an expeditious and workmanlike manner. BELFOR also provides a Warranty, set forth below.

5. **Exclusive Warranty.** BELFOR warrants that the Work will: (1) Reasonably conform to the Contract Documents and the prevailing standard of care; (2) Will be performed with the skill and diligence normally observed by professionals performing the same service; and (3) Will be free from defects in workmanship. BELFOR's warranty obligations are limited as set forth in this paragraph. All claims regarding the materials or equipment must be made directly with the manufacturer of the material or equipment. All remediation work performed by BELFOR decontamination technicians shall be free from the return of corrosion and contamination resulting from defects in BELFOR's workmanship. BELFOR does not perform environmental surveys and does not warrant the habitability or tenantability of the Property. Any special warranty must be attached to this Contract.

A. **Term and Scope.** The Warranty takes effect upon BELFOR's receipt of payment in full for the Work. The warranty period commences on the date of Substantial Completion of the Work, regardless of when final payment is received. All Warranty claims must be submitted in writing within one (1) year from the date of Substantial Completion of the Work. To the maximum extent permitted by law, this warranty is exclusive and is in lieu of all other warranties, express or implied, oral or written, including statutory warranties and warranties against hidden or latent defects. This warranty is fully transferable to future owners of the property.

B. **Limitations and Exclusions.** The warranty is subject to and not in place of the limitations of liability, indemnity and right to cure provisions of this Contract. This warranty does not apply to damage, injury or loss caused by or related to any of the following:

- The failure by the Customer, owner or occupant to properly maintain and ventilate the Property, and detect and repair leaks and causes of water intrusion.
- New or subsequent moisture, condensation, water damage or construction defects unrelated to the original loss which was the subject of BELFOR's written contract.
- Damages, losses, events and conditions beyond BELFOR's reasonable control, including pre-existing conditions.
- Defects which are the result of characteristics common to building materials, such as warping, deflection, fading and staining.

- Business operations, business interruption, lost profits and consequential and incidental damages.
- Damage due to normal wear and tear, abuse or neglect.
- Work done by any party other than BELFOR or its subcontractors.
- Bodily injury or personal property damage.

C. **Mandatory Claims Procedure.** Warranty claims must be made in writing to BELFOR within forty-eight (48) hours of discovery. The claim must specify the nature and location of the defect, the date of discovery, and include any reports, sampling data, photographs and all supporting documentation related to each area of defect. Customer shall provide BELFOR a reasonable opportunity to cure any such defect before altering, repairing or addressing the condition. Unless BELFOR has refused to honor this warranty, or there is a true emergency, Customer shall, for a reasonable time, refrain from having repair work performed by any third party and in the event such third party work is undertaken, BELFOR shall be relieved of all financial responsibility to pay for such corrective work. Only emergency claims will be taken by telephone, but must be subsequently confirmed in writing within forty-eight (48) hours. BELFOR shall have the right to cure any defect within fifteen (15) days of its receipt of written notice of the defect. Customer's failure to provide notice, access or a reasonable opportunity to cure shall constitute a waiver of the Customer's rights under this warranty and a waiver of the right, if any, to recover attorneys' fees in any legal action in which the Customer seeks compensation under this warranty.

6. **Right to Cure:** Customer shall provide BELFOR a full and fair opportunity to cure any default in performance before altering, repairing or addressing the condition, or commencing legal action at any time during or after the warranty period. BELFOR shall make reasonable efforts to cure such default within fifteen (15) days of receipt of written notice; however, if the default cannot be reasonably cured within such time then BELFOR will commence to cure the default within seven (7) days and will diligently and continuously prosecute such cure to completion within a reasonable time, which shall in no event be later than thirty (30) days after receipt of written notice of the default. Customer waives the right, if any, to the recovery of attorneys' fees in any legal action alleging defective workmanship if Customer has not complied with this paragraph or such action is commenced before BELFOR has had a full and fair opportunity to cure the defect as set forth in this paragraph. Nothing in this paragraph shall limit BELFOR'S right to recover attorneys' fees in any matter.

7. **Commencement and Completion.** The Work shall commence on or about \_\_\_\_\_, unless delayed due to circumstances beyond BELFOR's reasonable control. Commencement of the Work shall be deemed to have occurred upon issuance of a Building Permit or when BELFOR first delivers equipment, material or laborers to the Property to perform service. The Work shall continue with reasonable diligence until complete, unless otherwise terminated by the Customer or BELFOR. Based on presently-available information, the approximate completion date is estimated at \_\_\_\_\_, but BELFOR is entitled to a Change Order for delays beyond BELFOR's reasonable control, and for delays resulting from concealed, unknown or unusual conditions or any *force majeure*. Substantial completion will have been achieved at the point when the entire Work, including all of its parts, is sufficiently complete in accordance with this Contract so the Work can be reasonably utilized for its intended purpose, except for minor items that would not materially limit or impair the ability to occupy and utilize the entire Work ("Substantial Completion").

8. **Contract Price.** Customer will pay BELFOR the Contract Price, public agency fees required for the Work, and any applicable taxes. The Contract Price may be changed by way of Change Orders signed by both parties. The Contract Price is based on an initial visual observation and is subject to change when and if additional damage is discovered. Customer will be responsible for water, electricity and utility charges.

9. **Responsibility for Payment.** Customer understands acknowledges that BELFOR's Contract is with Customer and not with Customer's insurance carrier. Customer agrees to make payment to BELFOR for

services rendered hereunder in the amounts and on the terms specified above, regardless of whether Customer is entitled to reimbursement from an insurance carrier or any other source.

10. **Invoicing and Payment.** Customer will pay BELFOR's fees and charges for the Work, together with all applicable federal, state or local taxes, in accordance with the following schedule:

Date or Description of Phase	Amount Payable (in Dollars)
A.	
B.	
C.	
D.	

BELFOR's invoices will be submitted with reasonably sufficient supporting documentation. Customer shall pay BELFOR within 30 days of the invoice date, except for Change Order work. Customer will pay BELFOR 50% of the cost of any Change Order prior to the commencement of any change order work. The 50% balance is due upon completion. Customer agrees to pay all costs of collection of past-due payments, including collection agency fees, collection agency commissions, court costs, expert fees, interest at the maximum legal rate, Administrative Service Charges, and reasonable attorneys' fees, regardless of whether legal action was formally commenced. After full and final payment is received and funds have cleared BELFOR's financial institution, within a reasonable time of Customer's written request BELFOR will provide lien releases in the amounts of payments made.

11. **Administrative Service Charges.** Separate from and in addition to the interest set forth above, Customer shall pay BELFOR an Administrative Service Charge of 1.5% per month on all past-due sums to compensate BELFOR for the time, labor and burden of tracking, accounting for and collecting past-due receivables.
12. **Agreed Procedure for Billing Disputes.** Customer will review BELFOR's invoices within five (5) days of the date of the invoice and notify BELFOR of any objection in writing within ten (10) days of the date of the invoice. The written objection will identify each specific billing entry in dispute and set forth a detailed description of the factual basis for the dispute. **Customer will promptly pay all undisputed amounts in full.** If no objection is made by Customer within this period of time, it is agreed that the invoice shall be deemed accurate and reasonable and Customer shall be obligated to pay the entire invoice amount. **ANY DISPUTE AS TO AN ITEM ON THE INVOICE THAT IS NOT DELIVERED TO BELFOR WITHIN 10 DAYS FROM DATE OF THE INVOICE SHALL BE EXPRESSLY WAIVED.** The existence of the dispute will not alter the obligation to pay interest on the disputed amount as set forth in this agreement, unless Customer receives a court judgment in Customer's favor with respect to such disputed amounts.
13. **Credit Check Authorization.** Customer hereby authorizes BELFOR to make reasonable credit inquiries and to receive any information regarding Customer's financial and credit status from creditors or financial institutions which BELFOR deems relevant. Customer hereby authorizes all such creditors and financial institutions to divulge such information to BELFOR. Customer acknowledges and agrees that credit privileges, if granted, may be withdrawn at any time.
14. **Mold Notice and Disclaimer.** Many believe that the presence of mold creates health risks, but the mere presence of mold spores indoors is normal and expected and does not necessarily indicate that the environment is contaminated. Occupants with health complaints are encouraged to seek an examination from an appropriately-qualified medical professional. BELFOR is not qualified to diagnose medical conditions, and Customer agrees not to interpret any statement by BELFOR as medical advice. It is important that proper diagnosis and treatment of illness not be confused by misdirected attention to indoor air quality issues. Customer understands the importance of prompt drying of water-damaged building materials, and agrees to promptly repair leaks, properly ventilate the structure and take reasonable measures to control humidity and prevent conditions that lead to mold growth. There may be environmental factors and/or other conditions that cause or contribute to mold growth at the Property, the repairs and/or remediation of which



are not included in the Work. BELFOR cannot control and therefore is not responsible for these factors or conditions. Unless specifically stated in the Contract Documents, BELFOR is not responsible for finding or repairing leaks on the Property or for detecting mold or determining the cause of mold growth. If this is a mold remediation project, Customer understands and acknowledges that the goal is not to create a “mold-free” environment but rather to bring the concentrations of mold to normal levels. Customer is encouraged to seek further information about mold from the United States Environmental Protection Agency at: [www.epa.gov/mold](http://www.epa.gov/mold).

15. **Limit of Liability for Mold Remediation.** BELFOR will have no liability for mold discovered after the Customer’s Consultant has determined that the goals of the mold remediation work have been achieved or if the Consultant has otherwise approved BELFOR’s remedial work, orally or in writing. Customer agrees to pursue any such claim solely against the Consultant or other responsible parties.
16. **Safety and Permits.** Both BELFOR and Customer will comply with all applicable governmental regulations, statutes, laws, and local ordinances. At Customer’s expense, BELFOR shall obtain all permits required for the Work.
17. **Performance and Payment Bond:** Customer has the right to request performance and payment bonds and hereby waives that right.
18. **Hazardous Substances.** If the Work includes the use, storage, handling, disposal, or otherwise involves any “hazardous substance,” as that term is defined under state or federal laws, including without limitation the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 *et seq.* (“Hazardous Substances”), the Customer agrees to immediately disclose any and all known information to BELFOR regarding such Hazardous Substances, including the Customer’s EPA Hazardous Waste Identification number (if applicable). Customer acknowledges that they have exclusive title to all Hazardous Substances and any real or personal property contaminated or affected by such substances. Customer agrees that BELFOR shall not be deemed the generator of any Hazardous Substances on the Property. Customer agrees that BELFOR will only act as Customer’s agent and under the direction of Customer in the provision of such services involving or related to Hazardous Substances. Both parties agree that BELFOR, by providing such services, does not own and is not taking title to any Hazardous Substance from the Customer or the Property. Disposal of any Hazardous Materials (including specimens or samples) shall be made in the name of the Customer and under any applicable generator number or other identification assigned by the Customer. Unless specifically listed in the Contract Documents, Customer shall be responsible to execute waste manifests, transport Hazardous Substances, dispose of Hazardous Substances, execute waste profile documents or obtain Hazardous Substance Permits in connection with the Work to be performed by BELFOR.
19. **Force Majeure.** BELFOR is not liable or responsible for delay, damage, cost, interruption or loss of any kind resulting from or related to acts of God, weather conditions, fire, flood, casualty, labor strikes, lock-outs, disturbances, riots, terrorism, civil commotion, government regulation or restriction, acts of Customer, the issuance of permits, shortages or unavailability of materials and/or supplies or other causes beyond BELFOR’S reasonable control.
20. **Indemnity.**
  - A. **Mutual Indemnity:** Subject to the provisions and limitations set forth in the Scope of Work and the Exclusions, each party agrees to indemnify and hold harmless the other party hereto and the other party's shareholders, directors, officers, employees, insurers and agents, from and against any and all claims, demands, causes of action and liabilities of any nature, whether for damages to property and/or the pre-existing conditions to which this Contract pertains, to the extent that any such claim, demand, cause of action and/or liability is attributable to the breach of contract, negligence or other fault of the indemnifying party.



B. **Indemnity to BELFOR regarding Environmental Assessors, Engineers and Architects (“Professionals”).** To the maximum extent allowed by law, Customer hereby agrees to indemnify and hold harmless BELFOR, its shareholders, directors, officers, employees, insurers, agents and their owners, related and affiliated entities, and BELFOR’s subcontractors of any tier from and against any and all losses, liabilities and damages arising directly or indirectly from: (i) any and all misdiagnosis, errors or omissions by Consultants or the Professionals, (ii) following or complying or acting in accordance with the Consultants’ or Professionals’ directions, protocols or instructions and (iii) the use or reliance on any Consultant’s or Professional’s reports, tests or findings.

21. **Insurance.** BELFOR will maintain occurrence-based commercial general liability insurance, including Automobile, Worker’s Compensation, General Liability (for both bodily injury and property damage) and Pollution Coverage. Upon written request by Customer, BELFOR will produce a Certificate of Insurance naming Customer as an additional insured.

22. **Jurisdiction, Venue and Governing Law.** The parties hereby irrevocably consent to the exclusive jurisdiction of the court of the county in which the Work is performed. This Contract shall be construed in accordance with the laws of the State of California, without giving effect to conflict of laws.

23. **No Consequential Damages.** No party shall in any action or proceeding or otherwise assert any claim for consequential or indirect damages, or business interruption against any other party to this Contract on account of any loss, cost, damage or expense which such party may suffer or incur because of any act or omission of any other party to this Contract or its agents, subcontractors or employees in the performance of a party's obligations under this contract, or any other cause of action (including negligence) arising out of or related to transactions in connection with this Contract, or otherwise, and each party expressly waives and relinquishes all such claims.

24. **Integration.** This integrated Contract sets forth the complete and final agreement of the parties, and supersedes and replaces all prior negotiations, promises, understandings, warranties and representations, written or oral.

25. **Change Orders.** Changes to this Contract will be negotiated in good faith between the parties and must be set forth in a written Change Order signed by both parties. However, a contractor’s failure to comply with this requirement does not prevent the contractor from the recovery of compensation for the reasonable value of change order work in the absence of a written change order. BELFOR will provide industry standard documentation to the insurance company, Consultant, Customer or their agents in order to properly document the changed work. Customer agrees not to unreasonably withhold approval of Change Orders.

26. **Termination.** If Customer fails to make timely payments for services rendered under the terms of this Contract, BELFOR may, in its discretion, suspend the Work or terminate the balance of the Contract upon reasonable written notice to the Customer.

27. **Notices.** All notices shall be sent via First Class U.S. Mail and via facsimile addressed to BELFOR USA Group, Inc. at the address and fax number indicated on the first page of this Contract. Notices to Customer shall be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
And by Facsimile to: \_\_\_\_\_

28. **License Board Information.** Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A

complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.

I have reviewed the terms and conditions set forth above and agree to them, effective on the date set forth above. I warrant and represent that I am authorized to execute this Contract on behalf of the Customer or the legal owner of the Property.

**CUSTOMER:**

**BELFOR PROPERTY RESTORATION**

By: NHG

By: \_\_\_\_\_

Name: NATE GREENBERG

Name: \_\_\_\_\_

Title: GAO

Title: \_\_\_\_\_

Date: 10/27/22

Date: \_\_\_\_\_

Print Name of Customer's Authorized Representative:

AARON HOLMBERG



October 27, 2022

County of Inyo  
Eastern California Museum  
303 North Edwards  
Independence, CA 93526

Re: Mitigation ROM

BELFOR would like to thank you for the opportunity to provide this initial scope of work and ROM (Rough Order of Magnitude). The final billing for our services below will be based upon our Rate and Materials schedule for the work completed. Note that all work completed at the loss location will be at California Prevailing Wage rates for this county.

The work to be completed for the mitigation of building materials affected by water from the fire extinguishing efforts. Note that water mitigation often includes removal of affected materials that can not be properly dried in place. All work to be completed as per the IICRC guidelines set forth in the 5<sup>th</sup> edition of the S500 water damage remediation standards.

Due to the remote location of the loss, BELFOR crews would mobilize from the Bakersfield region. Crew would stay at a local hotel for the period of time to complete this phase of work. All time spent traveling to and from the project, would be at the standard BELFOR labor rates.

**Water Damage Mitigation:** (crew size of 1 supervisor and 6 technicians, 6 days)

- 1) Full environmental survey to identify any lead or asbestos concerns. (The cost for this task assumes it was included in the Contents ROM)
  - No environmental remediation is included in this proposal. Only testing.
- 2) Complete moisture mapping of the building to identify building materials with elevated moisture level content.
- 3) Equipment set up to include, a temporary generator with enough wattage to power temp lighting and drying equipment.



- 4) Removal of all affected building materials that cannot affectively be dried to the dry standard.
- 5) Set, maintain, and monitor drying equipment to allow for proper drying of affected building materials.
- 6) Once dry standards are met, removal off all drying equipment.
  - **ROM [\$100,700]**
    - i. Labor-\$59,000
    - ii. Tools & Equipment - \$29,000
    - iii. Consumables - \$6,400
    - iv. Vendors - \$4,000 (fuel)
    - v. Travel - \$8,600

Total ROM for the scope of work detailed above is **\$107,000**.

This scope of work does not include any structural repairs or smoke odor remediation tasks.

Sincerely,

*Edward Laskaris*

BELFOR Property Restoration – Regional EGE



# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

August 1, 2023

Reference ID:  
2023-3929

### Appointment of an Alternate to First 5 Children and Families Commission Health & Human Services - First 5 ACTION REQUIRED

#### ITEM SUBMITTED BY

Katelyne Lent, First 5 Program Manager

#### ITEM PRESENTED BY

Marilyn Mann, HHS Director

#### RECOMMENDED ACTION:

Appoint Mr. Alex Burciaga to an unexpired three-year term on the First 5 Commission for an alternate ending December 5, 2023.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

One alternate commission term on the First 5 Inyo County Children and Families Commission became vacant when the Alternate Commission Member was appointed as a regular commission member. Per Board policy, the vacancy was advertised in the newspaper and community members were invited to apply.

One letter of interest was received by the application deadline from Alex Burciaga, requesting to seek appointment as a community alternate First 5 Commission member. Alex will be a valuable addition to the First 5 Commission, bringing perspectives as father to young children, a dental professional, and an involved community member.

#### FISCAL IMPACT:

Funding Source	N/A	Budget Unit	N/A
Budgeted?	N/A	Object Code	N/A
Recurrence	N/A		
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

#### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose not to appoint the applicant and re-open the recruitment for the First 5 Children and Families Commission. This could cause a delay in the Commission reaching a quorum and conducting regular business.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Letter of Interest - Alex Burciaga - First 5
2. Notice of Vacancy

**APPROVALS:**

Katelyne Lent	Created/Initiated - 6/30/2023
Katelyne Lent	Approved - 6/30/2023
Darcy Ellis	Approved - 7/1/2023
Stephanie Tanksley	Approved - 7/5/2023
Marilyn Mann	Approved - 7/5/2023
Nate Greenberg	Final Approval - 7/25/2023





**From:** [aburciaga@gmail.com](mailto:aburciaga@gmail.com)

**Date:** June 12, 2023 at 8:09:17 AM MDT

**To:** [dellis@inyocounty.us](mailto:dellis@inyocounty.us)

**Subject:** **First Five Children and Families Commission**

Ms Ellis,

I would like to express my interest in serving on the First Five Children and Families Commission. Please let me know if there is an opening and/or process for applying.

Sincerely,

Alex Burciaga  
206-892-8193

# PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA,  
COUNTY OF INYO

I am a citizen of the United States  
and a resident of the County aforesaid.  
I am over the age of eighteen years,  
And not a party to or interested in the  
above-entitled matter. I am the principal  
clerk of the printer of the  
**The Inyo Register**


## County of Inyo

*The Inyo Register* has been adjudged a  
newspaper of general circulation by the  
Superior Court of the County of Inyo,  
State of California, under date of  
Oct. 5, 1953, Case Number 5414;  
that the notice, of which the annexed  
is a printed copy (set in type not  
smaller than non-pareil), has been  
published in each regular and entire  
issue of said newspaper and not in  
any supplement thereof, on the  
following date, to with:

**June 3<sup>rd</sup>,**  
In the year of **2023**

I certify (or declare) under penalty of perjury  
that the foregoing is true and correct.

Dated at Bishop, California, on this  
**5<sup>th</sup> Day of June, 2023**

  
\_\_\_\_\_  
Signature

This space is for County Clerk's Filing Stamp



1:03pm

## Proof of Publication of Public Notice

### NOTICE OF VACANCY FIRST 5 INYO CHILDREN AND FAMILIES COMMISSION

**NOTICE IS HEREBY GIVEN**  
that the Inyo County Board of  
Supervisors is accepting appli-  
cations to fill one unfinished  
three-year term on the First 5  
Commission for an alternate  
ending December 5, 2023.

First 5 Inyo County is recruiting  
volunteer Commissioners who  
have experience with young  
children ages zero to five and  
their families in the above cate-  
gories to help shape our pro-  
gram decisions. Commission-  
ers dedicate several hours  
each month to attend regular  
meetings to discuss and vote  
on funding and services to en-  
sure Inyo County's young chil-  
dren are healthy, safe and  
ready to succeed.

This seat must be filled by a  
community member represent-  
ing one of the following catego-  
ries: recipient of project serv-  
ices in the county strategic  
plan; educator specializing in  
early childhood development;  
representative of a local child-  
care coordination group; repre-  
sentative of a local organiza-  
tion for prevention or early in-  
tervention for families at risk;  
representative of  
community-based organization  
that promotes and early child-  
hood development; representa-  
tive of a local school district; or  
representative of a local medi-  
cal, pediatric, or obstetric asso-  
ciation of societies.

Please submit your request for  
appointment to the Clerk of the  
Board of Supervisors at P.O.  
Drawer N, Independence, CA  
93526 or dellis@inyocounty.us.  
In order for your request for ap-  
pointment to be considered, it  
must be received on or before  
Monday, June 19 at 5:00 p.m.  
Postmarks are not accepted.

For more information, contact  
First 5 Director Katelyne Lent  
at klent@inyocounty.us or  
(760) 873-6453. (IR 06.03,  
2023 #21526)



# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

August 1, 2023

Reference ID:  
2023-3856

### Maternal Child Adolescent Health (MCAH) Agreement Health & Human Services - Health/Prevention

ACTION REQUIRED

#### ITEM SUBMITTED BY

Marissa Whitney, Public Health Nurse Supervisor

#### ITEM PRESENTED BY

Marilyn Mann, HHS Director

#### RECOMMENDED ACTION:

Ratify and approve the Maternal Child and Adolescent Health (MCAH) Agreement No. 202314 between the County of Inyo and California Department of Public Health in the amount of \$129,402.93 in State and Federal reimbursement for the period of July 1, 2023 through June 30, 2024, contingent upon the Board's adoption of the Fiscal Year 2023-2024 Budget, and authorize Marissa Whitney, MCAH Director, and the Board Chairperson to sign the Agreement Funding Application (AFA) Policy Compliance and Certification, contingent upon all appropriate signatures being obtained.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The Maternal Child and Adolescent Health (MCAH) program funds public health staff to ensure coordination and access to health services for women, adolescents and children. In collaboration with service providers, private and public agencies and community residents, the MCAH Director works towards the goal of assuring access and availability of a complete spectrum of services to women, infants, children and adolescents in our communities. The Department respectfully requests your Board's approval to continue maintaining access to critical services.

#### FISCAL IMPACT:

<b>Funding Source</b>	Grant Funded (California Department of Public Health-Maternal Child and Adolescent Health Division)	<b>Budget Unit</b>	641623
<b>Budgeted?</b>	Yes	<b>Object Code</b>	4998
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
Ongoing stable allocation.			
<b>Future Fiscal Year Impacts</b>			
N/A			
<b>Additional Information</b>			

#### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

This funding has been available to public health staff for many years. Not accepting the funding would eliminate the State funding contribution for several health staff members. Declining the funding would mean that the County would still have to provide mandated administrative services without state or federal support.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. MCAH Agency Information Form
2. MCAH Attestation of Compliance
3. MCAH Justification Letter
4. MCAH Director Verification Form 2023-24

**APPROVALS:**

Marissa Whitney	Created/Initiated - 6/13/2023
Darcy Ellis	Approved - 6/13/2023
Melissa Best-Baker	Approved - 7/12/2023
Stephanie Tanksley	Approved - 7/12/2023
Anna Scott	Approved - 7/12/2023
Marissa Whitney	Approved - 7/12/2023
John Vallejo	Approved - 7/12/2023
Amy Shepherd	Approved - 7/13/2023
Marilyn Mann	Approved - 7/19/2023
Nate Greenberg	Final Approval - 7/25/2023



**CALIFORNIA DEPARTMENT OF PUBLIC HEALTH  
MATERNAL, CHILD AND ADOLESCENT HEALTH (MCAH) DIVISION**

**FUNDING AGREEMENT PERIOD  
FY 2023-2024**

**AGENCY INFORMATION FORM**

Agencies are required to submit an electronic and signed copy (original signatures only) of this form along with their Annual AFA Package.

Agencies are required to submit updated information when updates occur during the fiscal year. Updated submissions do not require certification signatures.

**AGENCY IDENTIFICATION INFORMATION**

Any program related information being sent from the CDPH MCAH Division will be directed to all Program Directors.

**Please enter the agreement or contract number for each of the applicable programs**

MCAH \_\_\_\_\_ BIH \_\_\_\_\_ AFLP \_\_\_\_\_

Update Effective Date (*only required when submitting updates*) \_\_\_\_\_

Federal Employer ID#: \_\_\_\_\_

Complete Official Agency Name: \_\_\_\_\_

Business Office Address: \_\_\_\_\_

Agency Phone: \_\_\_\_\_

Agency Fax: \_\_\_\_\_

Agency Website: \_\_\_\_\_

**AGREEMENT FUNDING APPLICATION  
POLICY COMPLIANCE AND CERTIFICATION**

Please enter the **agreement or contract** number for each of the applicable programs

MCAH \_\_\_\_\_ BIH \_\_\_\_\_ AFLP \_\_\_\_\_

The undersigned hereby affirms that the statements contained in the Agreement Funding Application (AFA) are true and complete to the best of the applicant's knowledge.

I certify that these Maternal, Child and Adolescent Health (MCAH) programs will comply with all applicable provisions of Article 1, Chapter 1, Part 2, Division 106 of the Health and Safety code (commencing with section 123225), Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000 and 142), and any applicable rules or regulations promulgated by CDPH pursuant to this article and these Chapters. I further certify that all MCAH related programs will comply with the most current MCAH Policies and Procedures Manual, including but not limited to, Administration, Federal Financial Participation (FFP) Section. I further certify that the MCAH related programs will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Service Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. section 701 et seq.). I further agree that the MCAH related programs may be subject to all sanctions, or other remedies applicable, if the MCAH related programs violate any of the above laws, regulations and policies with which it has certified it will comply.

**Official authorized to commit the Agency to an MCAH Agreement**

Name (Print)	Title
_____	_____

Original Signature	Date
_____	_____

**MCAH/AFLP Director**

Name (Print)	Title
_____	_____

Original Signature	Date
_____	_____

**MCAH Program**

#	Contact	First Name	Last Name	Title	Address	Phone	Email Address	Program
1	AGENCY EXECUTIVE DIRECTOR							MCAH
2	MCAH DIRECTOR							MCAH
3	MCAH COORDINATOR (Only complete if different from #2)							MCAH
4	MCAH FISCAL CONTACT							MCAH
5	FISCAL OFFICER							MCAH
6	CLERK OF THE BOARD or							MCAH
7	CHAIR BOARD OF SUPERVISORS							MCAH
8	OFFICIAL AUTHORIZED TO COMMIT AGENCY							MCAH
9	FETAL INFANT MORTALITY REVIEW (FIMR) COORDINATOR							FIMR
10	SUDDEN INFANT DEATH SYNDROME (SIDS) COORDINATOR/CONTACT							SIDS
11	PERINATAL SERVICES COORDINATOR							CPSP



**BIH Program**

#	Contact	First Name	Last Name	Title	Address	Phone	Email Address	Program
1	AGENCY EXECUTIVE DIRECTOR							BIH
2	BLACK INFANT HEALTH (BIH) COORDINATOR							BIH
3	BIH FISCAL CONTACT							BIH
4	FISCAL OFFICER							BIH
5	CLERK OF THE BOARD or							BIH
6	CHAIR BOARD OF SUPERVISORS							BIH
7	OFFICIAL AUTHORIZED TO COMMIT AGENCY							BIH

**AFLP Program**

#	Contact	First Name	Last Name	Title	Address	Phone	Email Address	Program
1	AGENCY EXECUTIVE DIRECTOR							AFLP
2	AFLP DIRECTOR							AFLP
3	AFLP COORDINATOR or SUPERVISOR/COORDINATOR							AFLP
4	AFLP FISCAL CONTACT							AFLP
5	FISCAL OFFICER							AFLP
6	CLERK OF THE BOARD or							AFLP
7	CHAIR BOARD OF SUPERVISORS							AFLP
8	OFFICIAL AUTHORIZED TO COMMIT AGENCY							AFLP

## Exhibit K

### Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

**Agency Name:** \_\_\_\_\_

**Agreement/Grant Number:** \_\_\_\_\_

**Compliance Attestation for Fiscal Year:** \_\_\_\_\_

The Sexual Health Education Accountability Act of 2007 (Health and Safety Code, Sections 151000 – 151003) requires sexual health education programs (programs) that are funded or administered, directly or indirectly, by the State, to be comprehensive and not abstinence-only. Specifically, these statutes require programs to provide information that is medically accurate, current, and objective, in a manner that is age, culturally, and linguistically appropriate for targeted audiences. Programs cannot promote or teach religious doctrine, nor promote or reflect bias (as defined in Section 422.56 of the Penal Code), and may be required to explain the effectiveness of one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and sexually transmitted diseases. Programs directed at minors are additionally required to specify that abstinence is the only certain way to prevent pregnancy and sexually transmitted diseases.

In order to comply with the mandate of Health & Safety Code, Section 151002 (d), the California Department of Public Health (CDPH) Maternal, Child and Adolescent Health (MCAH) Program requires each applicable Agency or Community Based Organization (CBO) contracting with MCAH to submit a signed attestation as a condition of funding. The Attestation of Compliance must be submitted to CDPH/MCAH annually as a required component of the Agreement Funding Application (AFA) Package. By signing this letter, the MCAH Director or Adolescent Family Life Program (AFLP) Director (CBOs only) is attesting or “is a witness to the fact that the programs comply with the requirements of the statute”. The signatory is responsible for ensuring compliance with the statute. Please note that based on program policies that define them, the Sexual Health Education Act inherently applies to the Black Infant Health Program, AFLP, and the California Home Visiting Program, and may apply to Local MCAH based on local activities.

The undersigned hereby attests that all local MCAH agencies and AFLP CBOs will comply with all applicable provisions of Health and Safety Code, Sections 151000 – 151003 (HS 151000–151003). The undersigned further acknowledges that this Agency is subject to monitoring of compliance with the provisions of HS 151000–151003 and may be subject to contract termination or other appropriate action if it violates any condition of funding, including those enumerated in HS 151000–151003.

**Exhibit K**

**Attestation of Compliance with the  
Sexual Health Education Accountability Act of 2007**

**Signed**

\_\_\_\_\_  
*Agency Name*

\_\_\_\_\_  
*Agreement/Grant Number*

\_\_\_\_\_  
*Signature of MCAH Director*  
*Signature of AFLP Director (CBOs only)*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Printed Name of MCAH Director*  
*Printed Name of AFLP Director (CBOs only)*

## Exhibit K

### Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

CALIFORNIA CODES  
HEALTH AND SAFETY CODE  
SECTION 151000-151003

151000. This division shall be known, and may be cited, as the Sexual Health Education Accountability Act.

151001. For purposes of this division, the following definitions shall apply:

(a) "Age appropriate" means topics, messages, and teaching methods suitable to particular ages or age groups of children and adolescents, based on developing cognitive, emotional, and behavioral capacity typical for the age or age group.

(b) A "sexual health education program" means a program that provides instruction or information to prevent adolescent pregnancy, unintended pregnancy, or sexually transmitted diseases, including HIV, that is conducted, operated, or administered by any state agency, is funded directly or indirectly by the state, or receives any financial assistance from state funds or funds administered by a state agency, but does not include any program offered by a school district, a county superintendent of schools, or a community college district.

(c) "Medically accurate" means verified or supported by research conducted in compliance with scientific methods and published in peer review journals, where appropriate, and recognized as accurate and objective by professional organizations and agencies with expertise in the relevant field, including, but not limited to, the federal Centers for Disease Control and Prevention, the American Public Health Association, the Society for Adolescent Medicine, the American Academy of Pediatrics, and the American College of Obstetricians and Gynecologists.

151002. (a) Every sexual health education program shall satisfy all of the following requirements:

(1) All information shall be medically accurate, current, and objective.

(2) Individuals providing instruction or information shall know and use the most current scientific data on human sexuality, human development, pregnancy, and sexually transmitted diseases.

(3) The program content shall be age appropriate for its targeted population.

(4) The program shall be culturally and linguistically appropriate for its targeted populations.

(5) The program shall not teach or promote religious doctrine.

(6) The program shall not reflect or promote bias against any person on the basis of disability, gender, nationality, race or ethnicity, religion, or sexual orientation, as defined in Section 422.56 of the Penal Code.

## Exhibit K

### Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

(7) The program shall provide information about the effectiveness and safety of at least one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and for reducing the risk of contracting sexually transmitted diseases.

(b) A sexual health education program that is directed at minors shall comply with all of the criteria in subdivision (a) and shall also comply with both the following requirements:

(1) It shall include information that the only certain way to prevent pregnancy is to abstain from sexual intercourse, and that the only certain way to prevent sexually transmitted diseases is to abstain from activities that have been proven to transmit sexually transmitted diseases.

(2) If the program is directed toward minors under the age of 12 years, it may, but is not required to, include information otherwise required pursuant to paragraph (7) of subdivision (a).

(c) A sexual health education program conducted by an outside agency at a publicly funded school shall comply with the requirements of Section 51934 of the Education Code if the program addresses HIV/AIDS and shall comply with Section 51933 of the Education Code if the program addresses pregnancy prevention and sexually transmitted diseases other than HIV/AIDS.

(d) An applicant for funds to administer a sexual health education program shall attest in writing that its program complies with all conditions of funding, including those enumerated in this section. A publicly funded school receiving only general funds to provide comprehensive sexual health instruction or HIV/AIDS prevention instruction shall not be deemed an applicant for the purposes of this subdivision.

(e) If the program is conducted by an outside agency at a publicly funded school, the applicant shall indicate in writing how the program fits in with the school's plan to comply fully with the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act, Chapter 5.6 (commencing with Section 51930) of the Education Code. Notwithstanding Section 47610 of the Education Code, "publicly funded school" includes a charter school for the purposes of this subdivision.

(f) Monitoring of compliance with this division shall be integrated into the grant monitoring and compliance procedures. If the agency knows that a grantee is not in compliance with this section, the agency shall terminate the contract or take other appropriate action.

(g) This section shall not be construed to limit the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act (Chapter 5.6 (commencing with Section 51930) of Part 28 of the Education Code).

(h) This section shall not apply to one-on-one interactions between a health practitioner and his or her patient in a clinical setting.

151003. This division shall apply only to grants that are funded pursuant to contracts entered into or amended on or after January 1, 2008.



*County of Inyo*

**HEALTH & HUMAN SERVICES DEPARTMENT**

Public Health, Suite 203-C  
1360 N. Main Street, Bishop CA 93514  
TEL: (760) 873-7868 FAX: (760) 873-7800

**Marilyn Mann, Director**  
*mmann@inyocounty.us*

July 14, 2023

California Department of Public Health  
Maternal, Child and Adolescent Health Division  
PO Box 997420-MS 8300  
Sacramento, CA 95899-7420

To Whom It May Concern:

Inyo County is using the following Medi-Cal Factors (MCF) for this Fiscal Year (FY) 23/24, which includes the justifications:

MCF Type	MCF % Justification Maximum characters = 1024
Variable	Direct documentation of number and percent of Medi-Cal eligible served on file
Local	Actual percentage of Medi-Cal clients participating in program during 2018-2019.
Weighted	Oversees programs targeting MediCal eligible women of childbearing age and high risk infants/children needing MediCal services.
Multiple	Oral Health Care Coordination will be serving the Medical population in access and ensuring Denti-Cal clients are seeking preventative and restorative dental care.
Base	N/A

Sincerely,

*Melissa Best-Baker*

Melissa Best-Baker  
Deputy Director Fiscal Oversight & Special Operations  
Inyo County Health and Human Services

# MCAH Director Verification Form

**Local Health Jurisdiction:**

**Fiscal Year: SFY 2023-24**

## MCAH Director Qualifications and Full Time Equivalent (FTE) Requirements

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All LHJs are required to have an MCAH Director and should have other key positions to support the leadership structure and core functions of the Local MCAH program.

The LHJ must meet the Full Time Equivalent (FTE) and qualification requirement(s) for the MCAH Director as outlined below.

### MCAH Director FTE Requirements

The MCAH Director will dedicate a percentage of time or Full Time Equivalent (FTE) to MCAH activities that complies with the following CDPH/MCAH guidelines for the population.

MCAH Director Full-time Equivalent (FTE) and Qualification Requirements	
Total Population	MCAH Director FTE/Qualification
3.5 million	2.0 Physicians
750,001-3.5 million	1.0 Physician
200,001-750,000	1.0 Public Health Nurse
75,001-200,000	0.75 Public Health Nurse
25,001-75,000	0.50 Public Health Nurse
<25,000	0.25 Public Health Nurse

If the MCAH Director is not able to meet the FTE requirements, CDPH/MCAH recommends the LHJ add an MCAH Coordinator position and/or other positions to assist with the responsibilities of the MCAH Director.

Please enter the FTE from the Local MCAH budget for the MCAH Director: 0.05 FTE

**If the MCAH Director does not meet the FTE requirements, please list key positions that will assist with the responsibilities of the MCAH Director and the corresponding FTE.**

Position Title	FTE
MCAH Coordinator	
Perinatal Services Coordinator	
Please list other: SIDS Coordinator	0.02



# MCAH Director Verification Form

## MCAH Director Qualification Requirements

The MCAH Director must be a qualified health professional as defined below.

Please indicate the MCAH Director's qualification:

- A physician who is board-certified or board-eligible in specialties of Obstetrics/Gynecology, Pediatrics, Family Practice or Preventive Medicine; or
- A non-physician who is a certified public health nurse (PHN); or
- Other professional qualifications

Please list other professional qualifications of the MCAH Director below.  
[Click or tap here to enter text.](#)

## REQUIRED FOR ALL LHJS

Please describe how your Local MCAH Program provides clinical oversight. For example, the MCAH Director is a qualified physician as described above and/or a Public Health Nurse (PHN).

Inyo County has a population of <25,000 residents. We are requesting a waiver for the MCAH Director, Marissa Whitney RN, PHN, BSN, be budgeted in Inyo County MCAH program as 0.05 FTE. Appropriate level of oversight will be ensured with the assistance of MCAH coordinator, Dena Dondero, RN, that can assist with the MCAH program's medical/clinical oversight. She is budgeted to be 0.56 FTE in MCAH.

## MCAH Director Requirements for LHJs Participating in the California Home Visiting Program (CHVP)

In LHJs participating in the California Home Visiting Program (CHVP), the MCAH Director is required to devote a minimum of 0.05 FTE and a maximum of 0.15 FTE to CHVP oversight, fostering partnerships and collaboration within the LHJ, and directing the local CHVP Community Advisory Board (CAB).

Signature of MCAH Director or designee

Date

**For CDPH/MCAH use only:**

CDPH/MCAH has reviewed and approved the MCAH Director Verification form.

Signature of Program Consultant

Date

# MCAH Director Verification Form

## Information and requirements for completing the form:

A copy of the form must be submitted annually during the Agreement Funding Application (AFA) process. The form will be verified with the submitted Local MCAH budget, Organizational Charts and Duty Statements.

Additionally, a new form is required to be submitted for any changes to the MCAH Director position throughout the year such as budget revisions and/or change in MCAH Director.

CDPH/MCAH may hold reimbursement unless a current form is on file with CDPH/MCAH.

## Submittal During AFA Requirements:

- Complete and submit the form annually during the AFA process.
- The form must be signed by MCAH Director or designee.

## Changes after the AFA process:

- Submit a new form for any subsequent changes after the AFA process to the CDPH/MCAH Program Consultant.
- Submit the Duty Statement(s).
- Submit Organizational Chart(s).



# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

August 1, 2023

Reference ID:  
2023-3860

### Maternal Child Adolescent Health (MCAH) California Home Visiting Program (CHVP) Agreement Health & Human Services - First 5 ACTION REQUIRED

**ITEM SUBMITTED BY**

Katelyne Lent, First 5 Program Manager

**ITEM PRESENTED BY**

Marilyn Mann, HHS Director

**RECOMMENDED ACTION:**

Ratify and approve the Maternal Child and Adolescent Health (MCAH) Agreement No. CHVP SGF EBHV 23-14 between the County of Inyo and California Department of Public Health in the amount of \$412,058 in State funding for the period of July 1, 2023 through June 30, 2024, contingent upon the Board's adoption of the Fiscal Year 2023-2024 Budget, and authorize Marissa Whitney, MCAH Director, and the Board Chairperson to sign the Agreement Funding Application (AFA) Policy Compliance and Certification, contingent upon all appropriate signatures being obtained.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

The Maternal Child and Adolescent Health (MCAH) California Home Visiting Program (CHVP) provides new, on-going funding to continue and expand evidence-based home visiting services to families in Inyo County. The funds will support existing staff and will allow the Department to add additional staff to provide home visiting services to overburdened families who are at risk for Adverse Childhood Experiences (ACEs), including child maltreatment, domestic violence, substance use disorder and mental health related issues. Home visiting gives parents the tools and know-how to independently raise their children. It's a preventive intervention focused on promoting positive parenting and child development. Decades of research on home visiting shows that home visits by a trained professional during pregnancy and in the first few years of life improves the lives of children and families. Giving children a solid start in their first few years of life increases the opportunity for a brighter, more prosperous future. The Department respectfully requests your Board's approval to continue maintaining access to home visiting services.

**FISCAL IMPACT:**

<b>Funding Source</b>	Grant Funded (California Department of Public Health)	<b>Budget Unit</b>	613595
<b>Budgeted?</b>	Yes	<b>Object Code</b>	4998
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
New grant with ongoing allocation.			
<b>Future Fiscal Year Impacts</b>			

<b>Additional Information</b>

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to approve this on-going funding for evidence-based home visiting program that provides early interventions for families in Inyo County. Doing so would reduce the Department's ability to maintain this prevention service.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Agency Information Form
2. Attestation of Compliance
3. ICR Certification
4. Scope of Work

**APPROVALS:**

Katelyne Lent	Created/Initiated - 6/19/2023
Darcy Ellis	Approved - 6/20/2023
Katelyne Lent	Approved - 6/20/2023
Stephanie Tanksley	Approved - 6/20/2023
Melissa Best-Baker	Approved - 7/12/2023
Anna Scott	Approved - 7/20/2023
Marilyn Mann	Approved - 7/21/2023
John Vallejo	Approved - 7/21/2023
Amy Shepherd	Approved - 7/24/2023
Marilyn Mann	Approved - 7/24/2023
Nate Greenberg	Final Approval - 7/25/2023



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CHVP SGF EBHV

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Federal Employer I

FISCAL ID#:

Complete Official A

Business Address:

Agency Phone:

Agency Fax:

Agency Website:

**Please enter the**

CHVP SGF EBHV

Update Effectiv

The undersigned  
Application (

I certify that this M  
applicable provis  
code (commenci  
Code (commenc  
promulgated by  
MCAH related pr  
Manual, includin  
programs may be  
program violates

**Original signatu**

Signature line:

CONTACT	FIRST NAME	LAST NAME	TITLE	AUTHORIZED TO SIGN?			PHONE	EMAIL ADDRESS	CHVP INITIATIVE
				BUDGETS	INVOICES	IF YES SELECTED, SIGN			
AGENCY EXECUTIVE DIRECTOR									CHVP MIECHV
MCAH DIRECTOR									CHVP MIECHV
PROJECT COORDINATOR									CHVP MIECHV
FISCAL OFFICER									CHVP MIECHV
FISCAL CONTACT									CHVP MIECHV
CLERK OF THE BOARD or									CHVP MIECHV
CHAIR BOARD OF SUPERVISORS									CHVP MIECHV
OFFICIAL AUTHORIZED TO COMMIT AGENCY									CHVP MIECHV
ADDITIONAL CONTACTS									
									CHVP MIECHV
									CHVP MIECHV

All payments from CDPH to the Contractor shall be sent to the following address:

REMITTANCE ADDRESS	
Federal ID #:	0
FISCAL ID #:	0
Contractor:	0
Attention: "Cashier"	
Address:	0
Contract Number:	0
Email:	

Either party may make changes to the information above by giving written notice to the other party.

Said changes shall not require an amendment to this agreement, but will require a new STD204 Payee Data Record or CDPH9083 Government Agency Taxpayer Form.

CONTACT	FIRST NAME	LAST NAME
AGENCY EXECUTIVE DIRECTOR	Marilyn	Mann
MCAH DIRECTOR	Marissa	Whitney
PROJECT COORDINATOR	Katelyne	Lent
FISCAL OFFICER	Melissa	Best-Baker
FISCAL CONTACT	Melissa	Best-Baker
CLERK OF THE BOARD or	Darcy	Ellis
CHAIR BOARD OF SUPERVISORS	Jennifer	Roeser
OFFICIAL AUTHORIZED TO COMMIT AGENCY	Jennifer	Roeser
<b>ADDITIONAL CONTACTS</b>		
Public Health & Prevention Deputy Director	Stephanie	Tanksley
HHS Assistant Director	Anna	Scott

All payments from CDPH to the Contractor shall be sent to the following address:

<b>REMITTANCE ADDRESS</b>	
Federal ID #:	0
FISCAL ID #:	0
Contractor:	0
Attention: "Cashier"	
Address:	0
Contract Number:	0
Email:	

Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement, but will require a new STD204 P. Always include this remittance address on your invoice.



TITLE	AUTHORIZED TO SIGN?		
	BUDGETS	INVOICES	IF YES SELECTED, SIGN
HHS Director	Yes		
MCAH Director	No		
Program Manager	No		
FOSO Deputy Director	Yes		
FOSO Deputy Director	No		
Board Clerk	No		
Board Chair	No		
Board Chair	No		
Public Health & Prevention Deputy Director		Yes	
HHS Assistant Director	Yes	Yes	


erty.  
ayee Data Record or CDPH9083 Government Agency Taxpayer Form.

PHONE	EMAIL ADDRESS	CHVP INITIATIVE
760-873-3305	<a href="mailto:mmann@inyocounty.us">mmann@inyocounty.us</a>	SGF EBHV
760-873-7877	mwhitney@inyocounty.us	SGF EBHV
760-873-6453	klent@inyocounty.us	SGF EBHV
760-878-0232	mbestbaker@inyocounty.us	SGF EBHV
760-878-0232	mbestbaker@inyocounty.us	SGF EBHV
760-878-0373	dellis@inyocounty.us	SGF EBHV
760-878-8609	jroeser@inyocounty.us	SGF EBHV
760-878-8609	jroeser@inyocounty.us	SGF EBHV
760-873-7359	stanksley@inyocounty.us	SGF EBHV
760-873-3271	ascott@inyocounty.us	SGF EBHV

CONTACT	FIRST NAME	LAST NAME
AGENCY EXECUTIVE DIRECTOR		
MCAH DIRECTOR		
PROJECT COORDINATOR		
FISCAL OFFICER		
FISCAL CONTACT		
CLERK OF THE BOARD or		
CHAIR BOARD OF SUPERVISORS		
OFFICIAL AUTHORIZED TO COMMIT AGENCY		
<b>ADDITIONAL CONTACTS</b>		

All payments from CDPH to the Contractor shall be sent to the following address:

<b>REMITTANCE ADDRESS</b>	
Federal ID #:	0
FISCAL ID #:	0
Contractor:	0
Attention: "Cashier"	
Address:	0
Contract Number:	0
Email:	

Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement, but will require a new STD204 P. Always include this remittance address on your invoice.



PHONE	EMAIL ADDRESS	CHVP INITIATIVE
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## Exhibit K

### Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

**Agency Name:** \_\_\_\_\_

**Agreement/Grant Number:** \_\_\_\_\_

**Compliance Attestation for Fiscal Year:** \_\_\_\_\_

The Sexual Health Education Accountability Act of 2007 (Health and Safety Code, Sections 151000 – 151003) requires sexual health education programs (programs) that are funded or administered, directly or indirectly, by the State, to be comprehensive and not abstinence-only. Specifically, these statutes require programs to provide information that is medically accurate, current, and objective, in a manner that is age, culturally, and linguistically appropriate for targeted audiences. Programs cannot promote or teach religious doctrine, nor promote or reflect bias (as defined in Section 422.56 of the Penal Code), and may be required to explain the effectiveness of one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and sexually transmitted diseases. Programs directed at minors are additionally required to specify that abstinence is the only certain way to prevent pregnancy and sexually transmitted diseases.

In order to comply with the mandate of Health & Safety Code, Section 151002 (d), the California Department of Public Health (CDPH) Maternal, Child and Adolescent Health (MCAH) Program requires each applicable Agency or Community Based Organization (CBO) contracting with MCAH to submit a signed attestation as a condition of funding. The Attestation of Compliance must be submitted to CDPH/MCAH annually as a required component of the Agreement Funding Application (AFA) Package. By signing this letter, the MCAH Director or Adolescent Family Life Program (AFLP) Director (CBOs only) is attesting or “is a witness to the fact that the programs comply with the requirements of the statute”. The signatory is responsible for ensuring compliance with the statute. Please note that based on program policies that define them, the Sexual Health Education Act inherently applies to the Black Infant Health Program, AFLP, and the California Home Visiting Program, and may apply to Local MCAH based on local activities.

The undersigned hereby attests that all local MCAH agencies and AFLP CBOs will comply with all applicable provisions of Health and Safety Code, Sections 151000 – 151003 (HS 151000–151003). The undersigned further acknowledges that this Agency is subject to monitoring of compliance with the provisions of HS 151000–151003 and may be subject to contract termination or other appropriate action if it violates any condition of funding, including those enumerated in HS 151000–151003.

**Exhibit K**

**Attestation of Compliance with the  
Sexual Health Education Accountability Act of 2007**

**Signed**

\_\_\_\_\_  
*Agency Name*

\_\_\_\_\_  
*Agreement/Grant Number*

\_\_\_\_\_  
*Signature of MCAH Director*  
*Signature of AFLP Director (CBOs only)*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Printed Name of MCAH Director*  
*Printed Name of AFLP Director (CBOs  
only)*

## Exhibit K

### Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

CALIFORNIA CODES  
HEALTH AND SAFETY CODE  
SECTION 151000-151003

151000. This division shall be known, and may be cited, as the Sexual Health Education Accountability Act.

151001. For purposes of this division, the following definitions shall apply:

(a) "Age appropriate" means topics, messages, and teaching methods suitable to particular ages or age groups of children and adolescents, based on developing cognitive, emotional, and behavioral capacity typical for the age or age group.

(b) A "sexual health education program" means a program that provides instruction or information to prevent adolescent pregnancy, unintended pregnancy, or sexually transmitted diseases, including HIV, that is conducted, operated, or administered by any state agency, is funded directly or indirectly by the state, or receives any financial assistance from state funds or funds administered by a state agency, but does not include any program offered by a school district, a county superintendent of schools, or a community college district.

(c) "Medically accurate" means verified or supported by research conducted in compliance with scientific methods and published in peer review journals, where appropriate, and recognized as accurate and objective by professional organizations and agencies with expertise in the relevant field, including, but not limited to, the federal Centers for Disease Control and Prevention, the American Public Health Association, the Society for Adolescent Medicine, the American Academy of Pediatrics, and the American College of Obstetricians and Gynecologists.

151002. (a) Every sexual health education program shall satisfy all of the following requirements:

(1) All information shall be medically accurate, current, and objective.

(2) Individuals providing instruction or information shall know and use the most current scientific data on human sexuality, human development, pregnancy, and sexually transmitted diseases.

(3) The program content shall be age appropriate for its targeted population.

(4) The program shall be culturally and linguistically appropriate for its targeted populations.

(5) The program shall not teach or promote religious doctrine.

(6) The program shall not reflect or promote bias against any person on the basis of disability, gender, nationality, race or ethnicity, religion, or sexual orientation, as defined in Section 422.56 of the Penal Code.



## Exhibit K

### Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

(7) The program shall provide information about the effectiveness and safety of at least one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and for reducing the risk of contracting sexually transmitted diseases.

(b) A sexual health education program that is directed at minors shall comply with all of the criteria in subdivision (a) and shall also comply with both the following requirements:

(1) It shall include information that the only certain way to prevent pregnancy is to abstain from sexual intercourse, and that the only certain way to prevent sexually transmitted diseases is to abstain from activities that have been proven to transmit sexually transmitted diseases.

(2) If the program is directed toward minors under the age of 12 years, it may, but is not required to, include information otherwise required pursuant to paragraph (7) of subdivision (a).

(c) A sexual health education program conducted by an outside agency at a publicly funded school shall comply with the requirements of Section 51934 of the Education Code if the program addresses HIV/AIDS and shall comply with Section 51933 of the Education Code if the program addresses pregnancy prevention and sexually transmitted diseases other than HIV/AIDS.

(d) An applicant for funds to administer a sexual health education program shall attest in writing that its program complies with all conditions of funding, including those enumerated in this section. A publicly funded school receiving only general funds to provide comprehensive sexual health instruction or HIV/AIDS prevention instruction shall not be deemed an applicant for the purposes of this subdivision.

(e) If the program is conducted by an outside agency at a publicly funded school, the applicant shall indicate in writing how the program fits in with the school's plan to comply fully with the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act, Chapter 5.6 (commencing with Section 51930) of the Education Code. Notwithstanding Section 47610 of the Education Code, "publicly funded school" includes a charter school for the purposes of this subdivision.

(f) Monitoring of compliance with this division shall be integrated into the grant monitoring and compliance procedures. If the agency knows that a grantee is not in compliance with this section, the agency shall terminate the contract or take other appropriate action.

(g) This section shall not be construed to limit the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act (Chapter 5.6 (commencing with Section 51930) of Part 28 of the Education Code).

(h) This section shall not apply to one-on-one interactions between a health practitioner and his or her patient in a clinical setting.

151003. This division shall apply only to grants that are funded pursuant to contracts entered into or amended on or after January 1, 2008.

# CERTIFICATION OF INDIRECT COST RATE METHODOLOGY

Please list the Indirect Cost Rate (ICR) Percentage and supporting methodology for the contract or allocation with the California Department of Public Health, Maternal Child and Adolescent Health Division (CDPH/MCAH Division).

Date: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Contract/Agreement Number: CHVP SGF EBHV 23-14

Contract Term/Allocation Fiscal Year: \_\_\_\_\_

## **1. NON-PROFIT AGENCIES/ COMMUNITY BASED ORGANIZATIONS (CBO)**

Non-profit agencies or CBOs that have an approved ICR from their Federal cognizant agency are allowed to charge their approved ICR or may elect to charge less than the agency's approved ICR percentage rate.

Private non-profits local agencies that do not have an approved ICR from their Federal cognizant agency are allowed a maximum ICR percentage of 15.0 percent of the Total Personnel Costs.

The ICR percentage rate listed below must match the percentage listed on the Contract/Allocation Budget

\_\_\_\_\_ % Fixed Percent of:

Total Personnel Costs

## **2. LOCAL HEALTH JURISDICTIONS (LHJ)**

LHJs are allowed up to the maximum ICR percentage rate that was approved by the CDPH Financial Management Branch ICR or may elect to charge less than the agency's approved ICR percentage rate. The ICR rate may not exceed 25.0 percent of Total Personnel Costs or 15.0 percent of Total Direct Costs. The ICR application (i.e. Total Personnel Costs or Total Allowable Direct Costs) may not differ from the approved ICR percentage rate.

The ICR percentage rate listed below must match the percentage listed on the Allocation/Contracted Budget.

\_\_\_\_\_ % Fixed Percent of:

Total Personnel Costs

Total Allowable Direct Costs

# CERTIFICATION OF INDIRECT COST RATE METHODOLOGY

## **3. OTHER GOVERNMENTAL AGENCIES AND PUBLIC UNIVERSITIES**

University Agencies are allowed up to the maximum ICR percentage approved by the agency's Federal cognizant agency ICR or may elect to charge less than the agency's approved ICR percentage rate. Total Personnel Costs or Total Direct Costs cannot change.

\_\_\_\_\_ % Fixed Percent of:

- Total Personnel Costs (Includes Fringe Benefits)
- Total Personnel Costs (Excludes Fringe Benefits)
- Total Allowable Direct Costs

Please provide your agency's detailed methodology by listing all indirect costs, fees and percentages in the box below. (i.e. Insurance -- \$350,000 – 3%)

# CERTIFICATION OF INDIRECT COST RATE METHODOLOGY

Please submit this form via email to your assigned Contract Liaison.

The undersigned certifies that the costs used to calculate the ICR are based on the most recent, available, and independently audited actual financials and are the same costs approved by the CDPH to determine the Department approved ICR.

Printed First & Last Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Signature: Lyndsey Garrett

Date: \_\_\_\_\_

**California Home Visiting Program**  
**State General Fund (SGF) Evidence-Based Home Visiting (EBHV)**  
**Scope of Work**  
July 1, 2023- June 30, 2024

The purpose of this Scope of Work (SOW) is to provide guidance and outline requirements for implementing the California Home Visiting Program (CHVP) funded by California State General Fund (SGF). CDPH/CHVP SGF-funded LHJs are approved to implement and/or expand Healthy Families America (HFA), Nurse Family Partnership (NFP), or Parents as Teachers (PAT) home visiting programs in accordance with State requirements to achieve positive outcomes. The SOW includes the following goals:

1. Provide leadership and structure for implementation of CHVP in the LHJ
2. Integrate the home visiting program into the local early childhood system
3. Collect, enter, and report on all required participant data
4. Develop the infrastructure for a home visiting program (Planning Activities)
5. Provide relief and support with rebuilding and stabilizing the staff and families served by Local MCAH home visiting programs including CHVP Innovation Projects through enhanced training, technology, hazard pay and other staff costs, and emergency supplies (Special Support Activities)

Note: **LHJs can spend up to 25% of the FY 2023/24 SGF EBHV allocation on Special Support Activities**

Please check one or more of the following boxes to indicate use of funding for planning or special support activities:

<input checked="" type="checkbox"/>	Planning Activities
<input checked="" type="checkbox"/>	Special Support Activities

**California Home Visiting Program  
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)  
Scope of Work  
July 1, 2023- June 30, 2024**

**Goals, Objectives, and Measures for July 1, 2023 – June 30, 2024**

Goal 1: Provide leadership and structure for implementation of the California Home Visiting Program (CHVP) in the Local Health Jurisdiction (LHJ)				
#	Objective	Activities	Responsible Party	Deliverables
<b>Staffing Requirements</b>				
1.1	Provide effective leadership and oversight for CHVP	<p><b>1.1. (a)</b> Provide leadership and oversight on all matters related to the development, implementation, operation, administration, evaluation, and reporting for local implementation of CHVP following the CHVP Policies and Procedures</p> <p><b>1.1. (b)</b> Attend monthly MCAH and quarterly CHVP Directors calls</p> <p><b>1.1. (c)</b> Participate in ongoing local community stakeholder groups, site visits, meetings, and/or conferences as directed</p>	MCAH Director or Designee*	<p>Submission of semi-annual status report</p> <p>Submission of quarterly staffing reports</p> <p>Submission of Community Advisory Board (CAB) meeting materials, roster, agendas, and minutes with status reports</p> <p>Participation in site visits as directed by CHVP</p> <p>Submission of CHVP Implementation Plan within 60 days of contract execution (<b>only for LHJs in 1<sup>st</sup> year of implementation</b>)</p> <p><b>Note:</b> If an LHJ establishes a subcontractor (subK) to deliver home visiting services, an LHJ representative must be present during technical assistance calls and virtual or in-</p>

**California Home Visiting Program  
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)  
Scope of Work  
July 1, 2023- June 30, 2024**

		<b>1.1 (d)</b> LHJs in the 1 <sup>st</sup> year of implementation will develop an Implementation Plan using the CHVP provided template		person site visits and must be involved in all ad-hoc programmatic, data, contract, or fiscal communications. <b>Additionally, no more than 10% of the allocation can be spent on administrative oversight of a subK.*</b>
<b>1.2</b>	Implement home visiting programs using culturally responsive practices	<b>1.2. (a)</b> Participate in opportunities designed to enhance cultural sensitivity through webinars, trainings, and/or conferences	Supervising Public Health Nurse (SPHN), Program Manager, or supervisor Home Visitors	Submission of semi-annual status report Submission of training log with status report
		<b>1.2. (b)</b> Recruit and hire staff that reflect the community served and/or speak the language of participants when possible	SPHN, Program Manager, or Supervisor Home Visitors	Submission of quarterly staffing reports Submission of semi-annual status report
<b>1.3</b>	Hire, train, and retain staff to comply with selected home visiting model requirements and CHVP policies and procedures	<b>1.3. (a)</b> Participate in required trainings as related to screening tools, health assessments, reflective supervision, data collection tools and software	SPHN, Program Manager, or Supervisor Home Visitors	Submission of training log with status report Submission of training plan with status report

**California Home Visiting Program  
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)  
Scope of Work  
July 1, 2023- June 30, 2024**

		<b>1.3. (b)</b> Maintain full staffing capacity to serve home visiting program participants and adhere to the specific model-based guidelines	SPHN, Program Manager, or Supervisor	Submission of quarterly staffing reports
		<b>1.3. (c)</b> All Staff will sign a Confidentiality Agreement at the time of hire and annually thereafter	SPHN, Program Manager, or Supervisor	Confirmation of signed Confidentiality Agreement for each staff member in status report

\* The Maternal, Child, and Adolescent Health (MCAH) Director and/or designee will dedicate no less than 5% Full Time Equivalent (FTE) and no more than 15% FTE on the CHVP budget and staffing reports.

\*\*See the *CHVP Budget Tips* document and/or reach out to your program consultant for further information.

<b>Program Requirements</b>				
<b>1.4</b>	Reach and maintain contracted Caseload Capacity (CC)	<b>1.4. (a)</b> Develop and sustain relationships with appropriate agencies to obtain home visiting participant referrals	MCAH Director or Designee  SPHN, Program Manager, or Supervisor	Submission of outreach log annually with status report



**California Home Visiting Program  
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)  
Scope of Work  
July 1, 2023- June 30, 2024**

		<b>1.4. (b)</b> Develop a referral triage process for incoming home visiting participants	SPHN, Program Manager, or Supervisor	Submission of referral triage plan outlining referral process (flow chart, logic model, narrative, etc.) annually with status report
		<b>1.4. (c)</b> Ensure each newly enrolled participant receives informed consent and signs a CHVP Participant Consent Form	SPHN or Program Manager	Confirmation of signed Participant Consent form for each enrolled participant with status report
		<b>1.4. (d)</b> Home visitors will maintain 100% contracted CC <b>Note:</b> Any LHJ that falls below 85% of the contracted CC for three consecutive months may be required to participate in a corrective action process	SPHN, Program Manager, or Supervisor	Submission of complete and timely data for 100% contracted CC
<b>1.5</b>	Ensure selected home visiting model fidelity and quality assurance	<b>1.5. (a)</b> Implement model requirements in accordance with the NFP Model Elements, the HFA Best Practice Standards, and PAT Essential Requirements	MCAH Director or Designee	HFA: Submission of accreditation reports and/or proof of application for affiliation as requested by CHVP

**California Home Visiting Program  
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)  
Scope of Work  
July 1, 2023- June 30, 2024**

			SPHN, Program Manager, or Supervisor	NFP: Submission of NFP Implementation Plan as requested by CHVP.  PAT: Submission of Affiliate Plan as requested by CHVP
<b>1.6</b>	Develop and implement home visiting policies and procedures	<b>1.6. (a)</b> Develop local policies and procedures related to home visiting; review annually and update as needed	MCAH Director or Designee  SPHN, Program Manager, or Supervisor	Submission of policies and procedures annually with status report
		<b>1.6. (b)</b> Conduct an annual review of CHVP policies and procedures	MCAH Director or Designee  SPHN, Program Manager, or Supervisor	Confirmation of CHVP P&P review with status report
<b>1.7</b>	Accurately collect and submit participant data using selected home visiting	<b>1.7. (a)</b> Implement all CHVP policies and procedures relating to screening and assessment tools into home visiting practice	SPHN, Program Manager, or Supervisor	Submission of timely and accurate data

**California Home Visiting Program  
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)  
Scope of Work  
July 1, 2023- June 30, 2024**

	model and CHVP-required documents	<b>1.7. (b)</b> Adhere to all CHVP policies and procedures relating to data collection and standardization	SPHN, Program Manager, or Supervisor	Submission of timely and accurate data
		<b>1.7. (c)</b> Comply with NFP Data Collection Documentation, CHVP HFA Data Collection Manual, or PAT Data in Motion	SPHN, Program Manager, or Supervisor	Submission of timely and accurate data

<b>Technical Assistance (TA) Requirements</b>				
<b>1.8</b>	Participate in Technical Assistance activities to support program implementation and improvement goals	<b>1.8. (a)</b> Participate in quarterly technical assistance (TA) meetings	SPHN or Program Manager	Participation in quarterly technical assistance (TA) meetings
		<b>1.8. (b)</b> Utilize the CAB to inform and address quality improvement projects and decisions	SPHN or Program Manager	Submission of Community Advisory Board (CAB) meeting materials (CAB roster, agenda, and minutes) with status report
		<b>1.8. (c)</b> Utilize data to inform and improve program activities	SPHN or Program Manager	Submission of CQI plans, data, and information as requested by CHVP

**California Home Visiting Program  
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)  
Scope of Work  
July 1, 2023- June 30, 2024**

<b>Goal 2: Integrate the home visiting program into the local early childhood system</b>				
<b>#</b>	<b>Objective</b>	<b>Activities</b>	<b>Responsible Party</b>	<b>Deliverables</b>
<b>2.1</b>	Collaborate with local early childhood system partners to ensure a continuum of services for families	<p><b>2.1. (a)</b> Meet and work with local early childhood system partners to coordinate services to families</p> <p><b>2.1. (b)</b> Maintain a CAB that meets at least quarterly to establish appropriate linkages to referral and service systems, including local early childhood system partners</p>	MCAH Director or Designee SPHN, Program Manager, or Supervisor	<p>Submission of Community Advisory Board (CAB) meeting materials (CAB roster, agenda, and minutes) with status report</p> <p>Submission of MOUs and/or informal agreements with status report</p>
<b>2.2</b>	Pursue, develop, and maintain relationships with local service agencies, hospitals, and referral resources to facilitate recruit participants	<b>2.2. (a)</b> Develop Memorandum of Understanding (MOU) agreements and/or informal written agreements (e.g., letters of support) with community agencies and service providers	MCAH Director or Designee SPHN, Program Manager, or Supervisor	<p>Submission of MOUs and/or informal agreements with status report</p> <p>Submission of outreach log annually with status report</p>

**California Home Visiting Program**  
**State General Fund (SGF) Evidence-Based Home Visiting (EBHV)**  
**Scope of Work**  
 July 1, 2023- June 30, 2024

Goal 3: Collect, enter, and report on all required participant data				
#	Objective	Activities	Responsible Party	Deliverables
<b>3.1</b>	Maintain clean and compliant data for all home visiting activities and participants per model and CHVP policy	<p><b>3.1 (a)</b> Ensure accuracy and completeness of data input into designated data systems using data quality reports and monitoring</p> <p><b>3.1. (b.1)</b> NFP LHJs will coordinate data system requirements with the NFP National Service Office</p> <p><b>3.1. (b.2)</b> HFA LHJs will coordinate with the CHVP Data Team to establish buildout/modification in Efforts to Outcomes (ETO) data system</p> <p><b>3.1. (b.3)</b> PAT LHJs will coordinate data system requirements with the PAT National Office for use of the Penelope data system LHJ will</p>	<p>SPHN, Program Manager, or Supervisor</p> <p>Home Visitors</p> <p>Data Clerk</p>	<p>Evidence of signed participant consent forms.</p> <p>Demonstrated compliance with data-related policies and program quality measures</p> <p>Evidence of data cleaning on a monthly and quarterly basis using the CHVP data cleaning schedule (HFA) or model supplied data reports (NFP and PAT)</p> <p>Evidence of data submission within seven working days of data collection</p> <p>Participate in regular technical assistance calls and site visits with CHVP staff</p> <p>Submission of quarterly staffing reports</p>

**California Home Visiting Program**  
**State General Fund (SGF) Evidence-Based Home Visiting (EBHV)**  
**Scope of Work**  
July 1, 2023- June 30, 2024

		<p>enter the participant data into a secure and designated data system within seven working days of data collection</p> <p><b>3.1 (c)</b> LHJ will adhere to all CHVP Policies and Procedures relating to compliant data</p> <p><b>3.1. (d)</b> LHJ will provide and/or coordinate with data collection system owners to provide CHVP with monthly enrollment and other reports as needed</p>		
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**California Home Visiting Program  
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)  
Scope of Work  
July 1, 2023- June 30, 2024**

**Note:** All reports and documentation are due via SharePoint unless otherwise directed by CHVP

Frequency	Monitoring Channels
Quarterly on January 15 <sup>th</sup> , April 15 <sup>th</sup> , July 15 <sup>th</sup> , and October 15 <sup>th</sup>	<ul style="list-style-type: none"> <li>Staffing reports</li> </ul>
Semi-annually on April 15 <sup>th</sup> and October 15 <sup>th</sup>	<ul style="list-style-type: none"> <li>Priority Population Survey (NFP)</li> <li>CAB roster, minutes, and agendas</li> <li>Status Reports</li> <li>MOUs or informal agreements with community agencies and service providers</li> </ul>
Annually on April 15 <sup>th</sup> or October 15 <sup>th</sup>	<ul style="list-style-type: none"> <li>Outreach log</li> <li>Training logs and training plans</li> <li>Policies and Procedures</li> <li>Referral triage plan</li> <li>Confirmation of signed consent forms for all participants</li> <li>Confirmation of signed confidentiality agreements for all direct service staff</li> </ul>
During Site Visit. Dates to be determined	<ul style="list-style-type: none"> <li>Policies and procedures</li> <li>Participant consent forms</li> </ul>
Upon Request	<ul style="list-style-type: none"> <li>Model developer agreement, accreditation, and affiliation documentation</li> <li>CQI plans, data, and information</li> </ul>

**California Home Visiting Program  
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)  
Scope of Work  
July 1, 2023- June 30, 2024**

**This section is for LHJs that are using funding for planning activities in State Fiscal Year 2023-2024**

<b>Goal 4: Develop the infrastructure for a home visiting program</b>				
<b>#</b>	<b>Objective</b>	<b>Activities</b>	<b>Responsible Party</b>	<b>Deliverables</b>
1.1	Begin or continue planning for implementation of HFA, NFP, or PAT	<p><b>1.1(a)</b> LHJs in the 1<sup>st</sup> year of implementation will develop an Implementation Plan using the CHVP provided template, which may include and is not limited to the following:</p> <ul style="list-style-type: none"> <li>Conduct a Community Needs Assessment to assess gaps in services and local needs and priorities for home visiting</li> <li>Select the evidence-based home visiting model(s) that will best meet the needs of the service population and be sustainable for the LHJs</li> <li>Apply for model affiliation, as applicable</li> <li>Plan the infrastructure needed to perform all activities according to, and in fidelity of, the specific model guidelines and CHVP requirements</li> </ul>	SPHN, Program Manager, or Supervisor	<ul style="list-style-type: none"> <li>Submission of CHVP Implementation Plan within 60 days of agreement execution</li> <li>Submission of semi-annual status report</li> <li>Submission of quarterly staffing reports</li> <li>Participate in regular technical assistance calls with CHVP staff</li> </ul>



**California Home Visiting Program**  
**State General Fund (SGF) Evidence-Based Home Visiting (EBHV)**  
**Scope of Work**  
 July 1, 2023- June 30, 2024

		<p>Adhere to all CHVP Policies and Procedures relating to implementation of HFA/NFP/PAT at the LHJ</p> <p>Establish a plan and timeline for the recruitment, hiring, and training of staff to support implementation of HFA/NFP/PAT</p> <p>Develop a plan to regularly collaborate with local family and early childhood system partners to provide a continuum of services and build a strong referral network into the program</p> <p>Develop a plan to recruit and enroll participants.</p> <p>Establish a plan for the purchase of needed equipment, and other programmatic supplies for successful implementation of selected home visiting model</p> <p><b>1.1(b)</b> Begin or continue planning and/or expansion activities outlined in CHVP Implementation Plan</p>		
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**California Home Visiting Program  
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)  
Scope of Work  
July 1, 2023- June 30, 2024**

**This section is for LHJs that are using funding for Special Support Activities in State Fiscal Year 2023-2024**

**Goal 5: Provide relief and support with rebuilding and stabilizing the staff and families served by Local MCAH home visiting programs including CHVP Innovation Projects through enhanced training, technology, hazard pay and other staff costs, and emergency supplies.**

**Note: LHJs can spend up to 25% of the FY 2023/24 SGF EBHV allocation on Special Support Activities.**

Special Support Activity Categories	Deliverables
<p><b>Hazard pay and other staff costs:</b> Fund staff costs associated with providing home visits or administration for programs, including incentive bonuses, overtime pay, and technology that supports individual employees.</p>	<p>Using CHVP-provided template, report semi-annually on:</p> <ul style="list-style-type: none"> <li>Number of staff (not FTE) receiving hazard pay/other staff costs</li> <li>Description of activities being performed for hazard pay/other staff cost</li> <li>Number of staff receiving technology</li> </ul>
<p><b>Training:</b> Provide training opportunities that address the needs of families, including but not limited to health equity, reproductive justice, social determinants of health, etc.</p>	<p>Using CHVP-provided template, report semi-annually on:</p> <ul style="list-style-type: none"> <li>Name of training</li> <li>Purpose/description of training</li> <li>Date of training</li> <li>Name of staff participating in training</li> <li>Number of staff participating in training</li> <li>All other activities related to staff training</li> </ul>

**California Home Visiting Program  
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)  
Scope of Work  
July 1, 2023- June 30, 2024**

<p><b>Technology:</b> Acquire and provide the necessary technological means for participant families to conduct and support virtual home visiting.</p>	<p>Using CHVP-provided template, report semi-annually on: Hardware or software acquired Process used to identify and prioritize families Number of families receiving technology</p>
<p><b>Emergency Supplies:</b> Provide emergency supplies, including diapers, diapering supplies, gift cards, and prepaid grocery cards to participant families for the purpose of meeting the emergency needs of the family.</p>	<p>Using CHVP-provided template, report semi-annually on: Process used to identify and prioritize families Type and amount of emergency supply items, including gift cards and prepaid grocery cards purchased and distributed Number of families receiving emergency supplies</p>
<p><b>Goal 5.2: Maintain clean and compliant data for special support activities per CHVP guidance.</b></p>	
<p><b>Major Functions, Tasks, and Activities</b></p>	<p><b>Deliverables</b></p>
<p>Collect pertinent data and information regarding use of funds using CHVP-approved forms, guidance and mechanisms and report to CHVP regularly and upon request.  Maintain appropriate records and documentation to support expenditures.</p>	<p>Submission of data using CHVP templates and guidance Submission of records and documentation to support the charges using CHVP templates and guidance</p>

**California Home Visiting Program**  
**State General Fund (SGF) Evidence-Based Home Visiting (EBHV)**  
**Scope of Work**  
July 1, 2023- June 30, 2024

**NOTE:** If compliance standards are not met in a timely manner, CHVP may temporarily withhold cash payment pending correction of the deficiency; disallowing all or part of the cost of the activity or action out of compliance; wholly or partly suspending or terminating the award; or withholding further awards.

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MCAH Director Name

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MCAH Director Signature

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Date



# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

August 1, 2023

Reference ID:  
2023-3975

### Amendment 1 to eXemplar Human Services Contract Health & Human Services - Social Services

ACTION REQUIRED

#### ITEM SUBMITTED BY

Tyler Davis, Administrative Secretary III

#### ITEM PRESENTED BY

Darcia Blackdeer-Lent, Deputy Director, Aging and Social Services

#### RECOMMENDED ACTION:

Ratify and approve Contract Amendment No. 1 between the County of Inyo and eXemplar Human Services for the provision of Independent Contractor Services, revising the Term of Agreement and Limit on Amount Payable Under Agreement to include one additional month of services for Fiscal Year 2022-2023.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

This contract amendment comes before your Board with revisions to the Term of Agreement and Limit on Amount Payable Under Agreement to include one additional month of services rendered. eXemplar has long provided services customized to Social Service Reporting Tools. The reports received from eXemplar will provide us with the necessary tools to enhance overall performance in order to meet mandated program requirements and improve service delivery and accuracy of benefits provided to eligible residents of Inyo County. The reports provide work lists for specific categories, caseload activities, and statistics that show key ratios related to specific operations at all levels of the organization. This information allows executive staff, managers, supervisors, and line staff to monitor performance and manage daily caseload activities.

#### FISCAL IMPACT:

<b>Funding Source</b>	State and Federal funds	<b>Budget Unit</b>	055800
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5265
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
N/A			
<b>Future Fiscal Year Impacts</b>			
N/A			
<b>Additional Information</b>			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to deny this request, resulting in our inability to access the robust analytical reports needed to effectively monitor performance and outcomes regarding eligibility and other program mandates, which we are unable to generate independently from the individual program systems.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. eXemplar Contract Amendment 1

**APPROVALS:**

Tyler Davis	Created/Initiated - 7/13/2023
Darcy Ellis	Approved - 7/13/2023
Tyler Davis	Approved - 7/13/2023
Marilyn Mann	Approved - 7/14/2023
Darcia Blackdeer-Lent	Approved - 7/14/2023
Melissa Best-Baker	Approved - 7/20/2023
Anna Scott	Approved - 7/20/2023
John Vallejo	Approved - 7/26/2023
Amy Shepherd	Approved - 7/26/2023
Marilyn Mann	Approved - 7/27/2023
Nate Greenberg	Final Approval - 7/27/2023



**AMENDMENT NUMBER ONE (1) TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**eXemplar Human Services**  
**FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and eXemplar Human Services \_\_\_\_\_, of Reno, NV (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated January 12, 2021, on County of Inyo Standard Contract No. 116, for the term from February 1, 2021 to January 31, 2023.

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

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

County and Contractor hereby amend such Agreement as follows:

**SECTION 2, TERM.**

The term of this Agreement shall be amended from February 1, 2021 to January 31, 2023, to February 1, 2021 to February 28, 2023

- SECTION 3(D), LIMIT ON AMOUNT PAYABLE UNDER AGREEMENT, is amended as follows:

The "contract limit," as that term is used in Section 3(D), shall be amended from \$120,000 to \$125,000.00

**Section 23, NOTICE:**

Amend Inyo County Address to show:  
Health and Human Services  
1360 N Main St. STE 201  
Bishop, CA 93514

The effective date of this Amendment to the Agreement is July 1, 2023.

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



AMENDMENT NUMBER ONE (1) TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
eXemplar Human Services  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

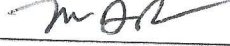
IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
DAY OF \_\_\_\_\_, \_\_\_\_\_.

COUNTY OF INYO

By: \_\_\_\_\_

Dated: \_\_\_\_\_

CONTRACTOR

By:   
Signature

Michael Delarosa  
Type or Print

Dated: 7/13/2023

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 RISK ASSESSMENT:



County Risk Manager

# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 5<sup>th</sup> day of January 2021 an order was duly made and entered as follows:

*HHS-Social  
Services –  
eXemplar Sole-  
Source Contract*

Moved by Supervisor Kingsley and seconded by Supervisor Pucci to declare eXemplar Human Services of Reno, NV a sole-source provider of customized Social Service reporting tools and services; B) approve the agreement between the County of Inyo and eXemplar Human Services of Reno, NV for the provision of customized Social Service reporting tools and services in an amount not to exceed \$120,000.00 for the period of February 1, 2021 to January 31, 2023, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO: Other: HHS DATE: February 1, 2021

WITNESS my hand and the seal of said Board this 5<sup>th</sup>  
Day of January, 2021



*CLINT G. QUILTER*  
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Clint G. Quilter".

By: \_\_\_\_\_



# County of Inyo



## Health & Human Services - Social Services

### CONSENT - ACTION REQUIRED

**MEETING:** January 5, 2021

**FROM:** Rhiannon Baker

**SUBJECT:** Agreement between Inyo County and eExemplar Human Services

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#### **RECOMMENDED ACTION:**

Request Board: A) declare eExemplar Human Services of Reno, NV a sole-source provider of customized Social Service reporting tools and services; B) approve the agreement between the County of Inyo and eExemplar Human Services of Reno, NV for the provision of customized Social Service reporting tools and services in an amount not to exceed \$120,000.00 for the period of February 1, 2021 to January 31, 2023, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

#### **SUMMARY/JUSTIFICATION:**

The Inyo County Health and Human Services, Social Services Division is responsible for administering CalWORKs, Welfare-to-Work (WTW), CalFresh, Medi-Cal, Child Care, Foster Care, and IHSS programs. In an effort to meet mandated performance standards, we must have a reliable system to effectively monitor various caseload activities related to administration of the programs and manage workload activities and productivity.

eExemplar Human Services specializes in providing analytical services to public assistance, WTW, and human services agencies to monitor and analyze key elements of client engagement and performance, eligibility caseload activities, and the design of performance management enhancement recommendations for integrating data trend analysis into regular agency performance management processes.

The reports received from eExemplar will provide us with the necessary tools to enhance overall performance in order to meet mandated program requirements and improve service delivery and accuracy of benefits provided to eligible residents of Inyo County. The reports provide work lists for specific categories, caseload activities, and statistics that show key ratios related to specific operations at all levels of the organization. This information allows executive staff, managers, supervisors, and line staff to monitor performance and manage daily caseload activities.

Inyo County HHS is requesting a sole-source contract as eExemplar is the only vendor currently providing these analytical services for public assistance and human services agencies through a proprietary software program. eExemplar is currently contracted with 11 other counties to provide performance management design and analytical services and is compatible with California's Statewide Automated Welfare System (CalSAWS) used by the state, ensuring consistency of the performance outcome data Inyo County must track and report to the state.

HHS received notification in November 2020 that we are receiving CalSAWS funding that will cover these

expenses for the next two years, at which time an updated CalSAWS system will be implemented. At that time, the report functionality of the new system will be assessed to determine the continued need for this type of interface reporting option.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

NA

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to deny this request resulting in our inability to access the robust analytical reports needed to effectively monitor performance and outcomes regarding eligibility and other program mandates, which we are unable to generate independently from the individual program systems.

**OTHER AGENCY INVOLVEMENT:**

None

**FINANCING:**

CalSAWS consortium funding. This expense will be paid out of the Social Services budget (055800) Professional Services (5265) object code.

**ATTACHMENTS:**

1. Exemplar Contract

**APPROVALS:**

Rhiannon Baker	Created/Initiated - 12/16/2020
Darcy Ellis	Approved - 12/16/2020
Melissa Best-Baker	Approved - 12/16/2020
Marilyn Mann	Approved - 12/17/2020
Marshall Rudolph	Approved - 12/17/2020
Amy Shepherd	Approved - 12/18/2020
Marilyn Mann	Final Approval - 12/21/2020

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND eXemplar Human Services**  
**FOR THE PROVISION OF Customized reporting tools and services SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the customized reporting tools and services of eXemplar Human Services of Reno, NV (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 Marilyn Mann, whose title is: Health and Human Services Director. 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 February 1, 2021 to January 31, 2023 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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

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

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

(§ 120,000.00 \_\_\_\_\_) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

**4. WORK SCHEDULE.**

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

**5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

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



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

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

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

**7. COUNTY PROPERTY.**

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

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

**8. INSURANCE.**

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

**9. STATUS OF CONTRACTOR.**

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

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

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

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

**10. DEFENSE AND INDEMNIFICATION.**

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

**11. RECORDS AND AUDIT.**

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

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

**12. NONDISCRIMINATION.**

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

**13. CANCELLATION.**

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

**14. ASSIGNMENT.**

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



**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

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

**17. CONFIDENTIALITY.**

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

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

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

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

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

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

**22. AMENDMENT.**

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

**23. NOTICE.**

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

County of Inyo	
<u>Health and Human Services</u>	Department
<u>163 May St</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor:	
<u>eXemplar Human Services</u>	Name
<u>200 S Virginia St, Ste 80061</u>	Address
<u>Reno, NV 89501</u>	City and State

**24. ENTIRE AGREEMENT.**

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

///

///

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND eXemplar Human Services**

**FOR THE PROVISION OF Customized reporting tools and services SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS  
THIS 12th DAY OF January, 2021.

**COUNTY OF INYO**

By:   
Signature

Jeff Griffiths  
Print or Type Name

Dated: 01-12-2021

**CONTRACTOR**

By:   
Signature

ANDREW. S. BUSH, CEO  
Print or Type Name

Dated: 12-23-2020

APPROVED AS TO FORM AND LEGALITY:

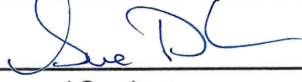
County Counsel



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 eXemplar Human Services**  
**FOR THE PROVISION OF Customized reporting tools and services SERVICES**

**TERM:**

**FROM:** February 1, 2021 **TO:** January 31, 2023

**SCOPE OF WORK:**

SEE ATTACHED

SCOPE OF WORK, between  
eXemplar Human Services and Inyo County Department of Health and Human Services, for  
Reporting Tools and Services  
February 1, 2021 – January 31, 2023

This scope of work defines the services to be provided by eXemplar Human Services (Contractor) to the Inyo County Department of Health and Human Services (County) for Reporting Tools and Services.

1. Produce a Daily Intake Dashboard Report. This report shall provide a consolidated view of all current pending CalWORKs (CW), CalFresh (CF), Medi-Cal (MC), and Expedited CalFresh (ECF) programs. The report shall contain the following alert indicators by worker, unit, office and region: a) Pending CW/CF/MC Applications Due Tomorrow, b) CW App Between 35-45 Days, c) CW App Over 45 Days, d) CW Total Pending, e) CF App Between 20-30 Days, f) CF App Over 30 Days, g) CF Total Pending, h) ECF Due Next Day, i) Overdue ECF, j) MC App Between 35-45 Days, k) MC App Over 45 Days, l) MC Total Pending.
2. Produce a Consolidated Eligibility Triggers Report. This report shall be a multiple tab consolidated report representing Eligibility related information regarding Intake, Continuing eligibility and caseload management tasks. The elements contained in the report shall be by worker, unit, office and region: SAR 7 Completion Rate, Overdue SAR 7's Previous Month, CW/CF RE Completion Rate, CW/CF RE Current Month, MC RE Current Month, MC RE Current Month Summary, Critical Tasks, and MAGI Overdue Review.

The SAR 7 Completion Rate report (tab) will provide SAR7 information for all CW, CF and CW/CF combination cases for the respective SAR 7 Submit Month. The report shall include the following indicators by worker, unit, office and region: Programs associated with each SAR7, Total SAR 7's Due, those in Received status, Sent status, Received status, Ready to Run status, Completed status, N/A status, Incomplete status, and the Completion Rate of those SAR7s received. The report will also identify: a) If the case has a task with task type of NHR set prior to the last completed SAR7/RE, and display "(NHR)" next to the case number and b) identify and display income amount/types for those CF cases with income that have a SAR 7 reports due.

The Overdue SAR 7 report (tab) will display any open SAR7s (not in 'Complete', 'Incomplete, or 'NA' status) from the prior submit month received in the current month.

The CW/CF RE Completion Rate report (tab) will provide RE information for all CW/CF cases with RE's due in the respective report month. The report shall include the following indicators by worker, unit, office and region: Total CW/CF RE's Due, those in Sent status, Received status, Ready to Run status, Completed status, N/A status, Incomplete status, and the Completion Rate of those REs received.

The CW/CF RE Current Month report (tab) provides information on CW and CF RE's by MAQ in Received and Ready to Run status for the respective RE report month. The report shall include the following indicators: MAQ, Case Number, Received On, Last Status Date, Last Status, and Scanned in District. The report will also identify if the case has a task with task type of NHR set prior to the last completed SAR7/RE, and if so, display "(NHR)" next to the case number.

SCOPE OF WORK, between  
eXemplar Human Services and Inyo County Department of Health and Human Services, for  
Reporting Tools and Services  
February 1, 2021 – January 31, 2023

The MC RE Current Month report (tab) provides information by worker, unit, office and region on MC RE's in Received and Ready to Run status for the respective RE report month. Because the universe for all current month MC REs includes REs that are processed outside of Customer Reports (CR), Contractor shall include these on the report and identify these as 'RE DUE (NO CR)'. The report shall include the following indicators by worker, unit, office and region: MAQ, Case Number, Received On, Last Status Date, Last Status, and Scanned in District. The report will also identify each case that has a task with task type of NHR set prior to the last completed SAR7/RE, include "(NHR)" next to the Case number.

The MC RE Current Month Summary report provides summary information on MC RE's in Received and Ready to Run status for the respective RE report month for each region and county total. Because the universe for all current month MC REs includes REs that are processed outside of Customer Reports (CR), Contractor shall identify these as 'RE DUE (NO CR)'. The report shall include the following indicators: RE Due (No CR), Ready to Run, Received, Total of Received and RE Due (No CR).

The Critical Tasks report indicates the task type of any open task whose due date has passed or is one day out (up to 48 hours) in the future of the following types: Felons, Fraud, Aid Paid Pending, State Hearing, Sanction/Penalty, MC 355 Due, Contact Client, and for New Hire Report tasks if created after 5/1/17, (NHR only when associated with a SAR or RE in the respective report month). Also, if there are any open Change Reported tasks where description is C4Yourself, regardless of the end date, it will be included. The report shall include the following indicators: MAQ, Case Number, Task Type, Due Date, and Assign Date.

The MAGI Overdue Review identifies MAGI referrals that are in an 'In Process' status three or more days after receipt of the referral as indicated on the Referral Date on the MAGI Referral Detail page. The report shall include the following indicators by worker, unit, office and region: Received On, In Process Status Date, and Days in Process.

3. Produce a Productivity Report. This report shall be a multiple tab report that provides information on case actions completed by any Eligibility Worker staff. The tabs with corresponding information will be Yesterday, Week to Date, and Month to Date for the respective reporting month/timeframe. The report will be customized to identify completed case actions by how they were completed in C-IV, i.e. running EDBC, status updates, etc.

The report shall include the following indicators by worker, unit, office and region: SAR 7s Completed, SAR 7s put in Incomplete status, MC REs Completed, MC RE put in Incomplete status, CF REs Completed, CF REs put in Incomplete status, CW RE Completed, CW REs put in Incomplete status, CW/CF RE Completed, CW/CF RE Incomplete, Tasks with SAR 7/RE, Tasks without SAR 7/RE, MEDS Alerts associated with SAR 7/RE, and MEDS Alerts not associated with a SAR 7/RE.



SCOPE OF WORK, between  
eXemplar Human Services and Inyo County Department of Health and Human Services, for  
Reporting Tools and Services  
February 1, 2021 – January 31, 2023

4. Produce an Overtime Productivity Report. This report shall provide information on case actions completed by any Eligibility Worker staff during a Saturday overtime session. The tab with this data will only appear on the regular Productivity Report on the Monday immediately following the Saturday overtime session. The report will be customized to identify completed case actions by how they were completed in C-IV, i.e. running EDBC, status updates, etc.

The report shall include the following indicators by worker, unit, office and region: SAR 7s Completed, SAR 7s put in Incomplete status, MC REs Completed, MC RE put in Incomplete status, CF REs Completed, CF REs put in Incomplete status, CW RE Completed, CW REs put in Incomplete status, CW/CF RE Completed, CW/CF RE Incomplete, Tasks with SAR 7/RE, Tasks without SAR 7/RE, MEDS Alerts associated with SAR 7/RE, and MEDS Alerts not associated with a SAR 7/RE.

5. Produce a Consolidated Welfare to Work (WtW) Alerts report. This report shall provide multiple reports (tabs), for use by county WtW staff, in a single consolidated report.

The WtW Alerts report (tab) shall provide information and alerts related to WtW caseload management. It shall include the following indicators by worker, unit, office and region: e2Lite, Unengaged, Non-Compliance Over 60 Days, Good Cause Over 30 Days, Activities without Service Arrangements, Activities with No (Null) Attendance, Activities Lingering in Referred Status, Activities Ending in 2 Weeks.

The Null Hours Carryover report (tab) shall identify cases by worker, unit, office and region that for the respective report month, have had no WtW attendance hours entered for activities from two months ago and prior.

The Attendance and Progress report (tab) shall provide information on the processing of WtW 733.4 forms by WtW staff. The report shall include the following indicators by worker, unit, office and region: Received, Reviewed + Completed, Reviewed + Completed Status Worker ID, and Reviewed Rate.

The School Attendance report (tab) shall provide information on the processing of WtW 735.2 forms by WtW staff. The report shall include the following indicators by worker, unit, office and region: Received, Reviewed + Completed, Reviewed + Completed Status Worker ID, and Reviewed Rate.

The Travel Claims Completion Rate report (tab) shall provide information on the processing of WtW 753A forms by WtW staff. The report shall include the following indicators by worker, unit, office and region : Claims Received, Claims Reviewed + Completed, Reviewed + Completed Status Worker ID, Claims Reviewed/Completed Rate.

SCOPE OF WORK, between  
eXemplar Human Services and Inyo County Department of Health and Human Services, for  
Reporting Tools and Services  
February 1, 2021 – January 31, 2023

The Travel Claims Carryover report (tab) shall identify the 753A forms received in a prior month, from the respective report month, that have never been reviewed in any way (Reviewed, Incomplete, NA, Denied, Error).

The Travel Claims NA or Incomplete report (tab) shall identify by worker, unit, office and region 753A forms in the respective report month that have never been in a completed status and are currently in either NA or IN status.

The Child Care Alerts report (tab) shall provide alerts related to the Child Care program. The report shall include the following indicators by worker, unit, office and region: Child Care Applications Coming Due, Overdue Child Care Applications, IDT, Over 47 Months, Tasks Coming Due, Tasks Overdue, 12 Years + 11 Months and Older, and No Payments Issued in Last Three Periods.

The Child Care Reimbursement Completion Rate report (tab) shall provide, for the respective report month, information on the processing of CCRR 100 forms by WtW and Fiscal staff. The report shall include the following indicators by worker, unit, office and region : Received, Reviewed, Reviewed Status Worker ID, Reviewed Rate, Payment Issued, and Payment Issued Rate.

The Carryover-Received Not Reviewed report (tab) shall identify by worker, unit, office and region those CCRR 100 forms, from a month prior to the respective report month, that are in a Received status and have not been updated to a Reviewed status.

The Carryover-Reviewed, No Payment report (tab) shall identify by worker, unit, office and region those CCRR 100 forms, from a month prior to the respective report month, that are in a Reviewed status and have not had a payment issued.

6. Produce an Office Assistant Productivity Report. This report shall be a multiple tab report that provides information on clerical actions completed by Office Assistant staff. The tabs with corresponding information will be Yesterday, Week to Date, and Month to Date for the respective reporting month/timeframe. The report will be customized to identify completed clerical actions by how they were completed in C-IV, i.e. status updates.

The report shall include the following indicators by worker, unit, office and region: Apps Pended, REAC's Completed, EBT Cards Issued, Gas Cards Issued, Bus Passes Issued, Vouchers Issued, Travel Claims Processed, HA Payments Processed, and Diaper Issuances Processed.

7. Produce an Office Assistant Overtime Productivity Report. This report shall provide information on clerical actions completed by Office Assistant staff during a Saturday overtime session. The tab with this data will appear on the regular Office Assistant Productivity Report only on the Monday immediately following the Saturday overtime session. The report will be customized to identify completed case actions by how they were completed in C-IV, i.e. status updates.



SCOPE OF WORK, between  
eXemplar Human Services and Inyo County Department of Health and Human Services, for  
Reporting Tools and Services  
February 1, 2021 – January 31, 2023

The report shall include the following indicators by worker, unit, office and region: Apps Pended, REAC's Completed, EBT Cards Issued, Gas Cards Issued, Bus Passes Issued, Vouchers Issued, Travel Claims Processed, HA Payments Processed, and Diaper Issuances Processed.

8. Produce a Foster Care Alerts Dashboard Report. This report shall provide alerts related to the Foster Care program. The report shall include the following indicators by worker, unit, office and region: Case Number, Foster Care Application Coming Due, Overdue Foster Care Application Determination, Task Coming Due, Tasks Overdue, MEDS Alert, Foster Care RE Due in Next Two Months, Foster Care RE Overdue, and SCR Ending within 30 Days.
9. Produce an IHSS Executive Dashboard with Trend Data and Visualizations.
10. Produce an IHSS Intake Report.
11. Produce an IHSS Active in Intake Report.
12. Produce IHSS Reassessment and IHSS Future Reassessment Reports.
13. Produce IHSS Productivity Reports with Yesterday, Week-to-Date and Month-to-Date data.
14. Produce an IHSS Caseload Report.
15. Produce an IHSS Disaster Report.
16. Produce an IHSS ICT Report.
17. Produce an IHSS ETS Report.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND eXemplar Human Services**

**FOR THE PROVISION OF Customized reporting tools and services SERVICES**

**TERM:**

**FROM:** February 1, 2021      **TO:** January 31, 2023

**SCHEDULE OF FEES:**

eXemplar Human Services will invoice Inyo County Department of Health and Human Services monthly, in the amount of \$5,000 for the immediate prior month's services.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND eXemplar Human Services  
FOR THE PROVISION OF Customized reporting tools and services **SERVICES****

**TERM:**

**FROM:** February 1, 2021      **TO:** January 31, 2023

**SEE ATTACHED INSURANCE PROVISIONS**

## **Specifications 2**

### **Insurance Requirements for Professional Services**

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

#### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

***(Not required if consultant provides written verification it has no employees)***

1. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

#### **Other Insurance Provisions**

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

##### ***Additional Insured Status***

1. **The Entity, 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 consultant 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 Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

### ***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 **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant'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 the Entity.**

#### ***Waiver of Subrogation***

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

#### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

#### ***Acceptability of Insurers***

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

#### ***Claims Made Policies***

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

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

#### ***Verification of Coverage***

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

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

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

***Special Risks or Circumstances***

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



# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

August 1, 2023

Reference ID:  
2023-3925

### Emergency South Lake Road Culvert Installation Project Public Works ACTION REQUIRED

#### ITEM SUBMITTED BY

Travis Dean, Engineering Assistant

#### ITEM PRESENTED BY

Michael Errante, Public Works Director

#### RECOMMENDED ACTION:

- A) As authorized by Public Contract Code section 20395(c), find that a threat of flood and/or storm damage to South Lake Road necessitated immediate action to safeguard life, health, or property such that the Department of Public Works had to take immediate action to perform work on a county road without soliciting bids; and
- B) Approve the payment of an invoice from Spiess Construction in the amount of \$43,400, covering the performance of emergency work on South Lake Road.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

On South Lake Road immediately below Parchers Resort is an existing 60" culvert pipe taking the flow of East Bishop Creek under the road. During the very high 2017 runoff, the culvert handled the increased flow but was extremely close to being at total capacity. It was the one culvert that caused the Road Department the greatest concern in the East Bishop Creek drainage. Based on prior history, it was almost certain that this culvert would be overwhelmed by the 2023 runoff. Accordingly, the Road Department took proactive measures and installed a second culvert at the same location to handle the increased flow expected this year. Not installing this culvert would likely have resulted in the failure of South Lake Road.

#### FISCAL IMPACT:

<b>Funding Source</b>	Non-General Fund	<b>Budget Unit</b>	034600
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5700
<b>Recurrence</b>	One-Time Expenditure		
<b>Current Fiscal Year Impact</b>			
None - This work was started on June 29, 2023 and completed on June 30, 2023. This expenditure will be paid out of FY 22/23.			
<b>Future Fiscal Year Impacts</b>			
None			
<b>Additional Information</b>			

Public Works is pursuing FHWA reimbursement for this repair, which is a reimbursement rate of up to 100%. If FHWA funding is not approved, this will be paid for out of SB1 (RMRA).



**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your Board may choose not to approve the agreement and emergency repairs, but this is not recommended as, due to the urgent nature of the work, it has already been completed.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Spiess Invoice - South Lake Road Repair

**APPROVALS:**

Travis Dean	Created/Initiated - 7/17/2023
Darcy Ellis	Approved - 7/18/2023
Travis Dean	Approved - 7/18/2023
Shannon Platt	Approved - 7/18/2023
Grace Chuchla	Approved - 7/18/2023
Breanne Nelums	Approved - 7/18/2023
Amy Shepherd	Approved - 7/18/2023
Michael Errante	Approved - 7/19/2023
Nate Greenberg	Final Approval - 7/25/2023





# PAYMENT APPLICATION

**TO:** County of Inyo  
P.O. Drawer Q  
Independence CA 93526

**PROJECT NAME AND LOCATION:** Inyo County-S, Lake Rd Emerg Repair  
South Lake Rd approx 4 miles west of Bishop Creek Lodge  
Bishop CA 93514

**Invoice No:** 223151  
**Application #:** 1  
**Period Through:** 07/11/2023  
**Owner Project #:**  
**Date of Contract:** 6/28/2023

**Distribution to:**  
\_\_\_ OWNER  
\_\_\_ ENGINEER  
\_\_\_ CONTRACTOR

## CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.  
Continuation Page is attached

1. CONTRACT AMOUNT 43,400.00
2. SUM OF ALL CHANGE ORDERS 0.00
3. CURRENT CONTRACT AMOUNT (Line 1 + 2) 43,400.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page) 43,400.00
5. RETAINAGE:
  - A. 0% Of Completed Work (Columns D+ E on Continuation Page) 0.00
  - B. 0% of Material Stored (Column F on Continuation Page) 0.00
  - Total Retainage (Line 5a + 5b or Column I on Continuation Page) 0.00
6. TOTAL COMPLETED AND STORED LESS RETAINAGE: (Line 4 minus Line 5 Total) 43,400.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT: 0.00
8. CURRENT PAYMENT DUE: 43,400.00
9. BALANCE TO FINISH: 0.00  
Line 3 - Line 4

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	0.00	0.00
Total approved this month	0.00	0.00
<b>TOTALS</b>	<b>0.00</b>	<b>0.00</b>
<b>NET CHANGES</b>	<b>0.00</b>	

Contractor's signature below: Spiess Construction Co., Inc.

CONTRACTOR: \_\_\_\_\_  
By: *Jill Davidson* Date: 07/11/23  
State of: \_\_\_\_\_  
County of: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

CERTIFIED AMOUNT: ..... 43,400.00

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Owner/Engineer County of Inyo  
Payment shall be made only to Contractor

**PAYMENT APPLICATION DETAILS**

**Customer:** County of Inyo  
**Project:** Inyo County-S; Lake Rd Emerg Repair

**INV NO:** 223151  
**Application Number:** 1  
**For Period Ending:** 07/11/2023

Item Number - Description	Scheduled Value	Work Completed		Materials Presently Stored	Completed and Stored To Date	Total %	Balance To Finish	Retainage Value
		From Previous Application	This Period Value					
1001 Emergency Repair of South Lake Road	43,400.00	0.00	43,400.00	0.00	43,400.00	100.00	0.00	0.00
<b>TOTAL:</b>	43,400.00	0.00	43,400.00	0.00	43,400.00	100.00	0.00	0.00



# INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

August 1, 2023

Reference ID:  
2023-3965

### Lease Agreements for the USFS Helitack Bases at the Independence and Bishop Airports

#### Public Works

ACTION REQUIRED

#### ITEM SUBMITTED BY

Ashley Helms, Deputy Public Works Director - Airports

#### ITEM PRESENTED BY

Ashley Helms, Deputy Public Works Director - Airports

#### RECOMMENDED ACTION:

A) Approve the lease agreement between the County of Inyo and the United States of America for the real property, located at the Bishop Airport, described as 700 Wye Rd., in an amount not to exceed \$29,716.63 per year for the five-year firm term of August 1, 2023 through July 31, 2028, and an amount not to exceed \$30,608.13 per year for a five-year soft term of August 1, 2028 through July 31, 2033, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and B) Approve the lease agreement between the County of Inyo and the United States of America for the real property, located at the Independence Airport, described as 800 N. Edwards St., in an initial amount not to exceed \$14,035.03 per year for the 10-year firm term of August 1, 2023 through July 31, 2033, and a 10-year soft term of August 1, 2033 through July 31, 2043, with rate escalations of 3% every five years, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The US Forest Service (USFS) has long maintained fire bases at the Independence and Bishop airports. The leases for these two facilities expired in 2014, and have been in holdover since that time. The new proposed lease agreements have been prepared using a standard federal lease form at the request of the USFS. The LA Department of Water and Power, the underlying landowner, has reviewed the proposed leases and has no objections.

#### FISCAL IMPACT:

<b>Funding Source</b>	Non General Fund	<b>Budget Unit</b>	150100/150300
<b>Budgeted?</b>	Yes	<b>Object Code</b>	4311
<b>Recurrence</b>	Ongoing Revenue		
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			

## Additional Information

### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the new leases, the old leases would remain in holdover.

### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

USFS  
LADWP

### ATTACHMENTS:

1. USFS Lease Independence Airport
2. USFS Lease Bishop Airport

### APPROVALS:

Ashley Helms	Created/Initiated - 7/10/2023
Darcy Ellis	Approved - 7/11/2023
Ashley Helms	Approved - 7/25/2023
Breanne Nelums	Approved - 7/25/2023
John Pinckney	Approved - 7/25/2023
John Vallejo	Approved - 7/25/2023
Amy Shepherd	Approved - 7/26/2023
Nate Greenberg	Final Approval - 7/27/2023



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## U.S. GOVERNMENT LEASE FOR REAL PROPERTY

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DATE OF LEASE  
June 22, 2023

LEASE NO.  
1291S823L0410

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THIS LEASE, made and entered into this date by and between the COUNTY OF INYO, a political subdivision of the State of California, whose address is 168 NORTH EDWARDS STREET, INDEPENDENCE, CALIFORNIA, 93526 and whose interest in the property hereinafter described is that of owner hereinafter called the Lessor, and the UNITED STATES OF AMERICA, acting by and through the United States Forest Service (USFS), as Lessee, hereinafter called the Government. The Lessor and Government are herein collectively referred to as the Parties.

WITNESSETH:

WHEREAS, pursuant to 16 U.S.C. §571c, the GOVERNMENT wishes to lease certain land herein described, owned by the LESSOR and located as described in Article 1, Leased Premises, of this Lease, to be used for Government purposes;

NOW THEREFORE, in consideration of the premises and of other good and valuable consideration herein mentioned, the Parties hereto covenant and mutually agree as follows:

1. The Lessor hereby leases to the Government the following described premises, to be used for Government purposes: approximately 1.79 acres (77,972.4 SF) of land contained within SIX parcels occupied by the Independence Airport:

Parcel # 1: COMMENCING at a point on the section line, which is 675 feet south of the northeast corner of said Section 18; THENCE North 63°30' East, 610 feet to the southeast corner of said Independence Aviation Field easement and the TRUE POINT OF BEGINNING of the herein described subject parcel;  
THENCE along the east line of said easement, North 24° 35' West, 119.74 feet;  
THENCE leaving said east line, South 63°30' West, 178.81 feet;  
THENCE South 24°35' East, 119.74 feet to the south line of said easement;  
THENCE North 63°30' East, 178.81 feet to the TRUE POINT OF BEGINNING of the herein described subject parcel.

Contains 0.49 acres more or less.

Parcel # 2: COMMENCING at a point on the section line, which is 675 feet from the northeast corner of said Section 18; THENCE South 63°30' West, 9.45 feet along the south line of said Independence Aviation Field easement to the TRUE POINT OF BEGINNING of the herein described subject parcel;  
THENCE continuing South 63°30' West, 318.40 feet along the south line of said easement;  
THENCE leaving said south line, North 27°03'05" West, 56.76 feet;  
THENCE North 63°43'50" East, 324.11 feet;  
THENCE South 21°10'47" East, 55.69 feet to TRUE POINT OF BEGINNING of the herein described subject parcel.

Contains 0.42 acres, more or less.

Parcel # 3: COMMENCING at a point on the section line, which is 675 feet south of the northeast corner of said Section 18; THENCE South 63°30' West, 599 feet along the south line of said Independence Aviation Field easement;  
THENCE North 26°30' West, 88.62 feet along the west line of said Independence Airport easement to the TRUE POINT OF BEGINNING of the herein described subject parcel.  
THENCE continuing North 26°30' West, 114.91 feet along the west line of said easement;  
THENCE leaving west line, North 63°23'17" East, 176.00 feet;  
THENCE South 26°30'46" East, 115.42 feet;  
THENCE South 63°33'10" West, 176.30 feet to the TRUE POINT OF BEGINNING of the herein described subject parcel.

EXCEPTING THEREFROM that portion thereof within the right-of-way of California State Highway US 395.

Contains 0.33 acres, more or less

Parcel # 4: COMMENCING at a point on the section line, which is 675 feet south of the northeast corner of said Section 18; THENCE South 63°30' West, 599 feet along the south line of said Independence Aviation Field easement;  
THENCE North 26°30' West, 203.53 feet along the west line of said Independence Airport easement to the TRUE POINT OF BEGINNING of the herein described subject parcel.  
THENCE continuing North 26°30' West, 135.00 feet along the west line of said easement;  
THENCE leaving said west line North 63°23'17" East, 175.64 feet;  
THENCE South 26°30'46" East, 135.00 feet;  
THENCE South 63°23'17" West, 176.00 feet to the TRUE POINT OF BEGINNING of the herein described subject parcel.

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## U.S. GOVERNMENT LEASE FOR REAL PROPERTY

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DATE OF LEASE  
June 22, 2023

LEASE NO.  
1291S823L0410

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EXCEPTING THEREFROM that portion thereof within the right-of-way of California State Highway US 395.

Contains 0.39 acres, more or less.

Parcel # 5: COMMENCING at a point on the section line, which is 675 feet south of the northeast corner of said Section 18; THENCE North 63°30' East, 610 feet to the southeast corner of said Independence Aviation Field easement; THENCE South 81°21'50" West, 727.30 feet to the TRUE POINT OF BEGINNING of the herein described subject parcel; THENCE South 66°27'03" West, 56.61 feet; THENCE North 23°47'53" West, 56.26 feet; THENCE North 64°09'09" East, 55.41 feet; THENCE South 25°00'13" East, 58.50 feet to the TRUE POINT OF BEGINNING.

Containing 0.08 acres, more or less.

Parcel #6: COMMENCING at a point on the section line, which is 675 feet south of the northeast corner of said Section 18; THENCE North 63°30' East, 610 feet to the southeast corner of said Independence Aviation Field easement; THENCE North 88°54'29" West, 916.81 feet to the TRUE POINT OF BEGINNING of the herein described subject parcel; THENCE South 66°27'03" West, 60.00 feet; THENCE North 23°32'57" West, 60.00 feet; THENCE North 66°27'03" East, 60.00 feet; THENCE South 23°32'57" East, 60.00 feet; returning to the TRUE POINT OF BEGINNING.

Containing 0.08 acres, more or less.

Including the non-exclusive use of the helipad.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on 08/01/2023 through 07/31/2043, the term as such;

10 Year firm term beginning on 08/01/2023 through 07/31/2033;  
10 Year soft term beginning on 08/01/2023 through 07/31/2043,

subject to termination and renewal rights as may be hereinafter set forth and conditional upon the passage of an applicable appropriation or authorization by Congress from which expenditures may be made and shall not obligate the United States of America upon failure of Congress to so act.

3. The GOVERNMENT shall pay to the LESSOR, via electronic funds transfer, at the following rates beginning with an airport rate of rounded to \$0.18 per square foot per year (\$0.18 per square foot multiplied by 77,972.4 square feet = \$14,035.03 (rounded)), and escalated by 3% every FIVE (5) years for the term of the lease, paid annually in arrears. Rent for a lesser period shall be prorated.

Year(s) 1-5: annual rate of \$14,035.03 (rounded), paid annually in arrears  
Year(s) 6-10: annual rate of \$14,456.08 (rounded), paid annually in arrears  
Year(s) 11-15: annual rate of \$14,889.77 (rounded), paid annually in arrears  
Year(s) 16-20: annual rate of \$15,336.46 (rounded), paid annually in arrears

4. The Government may terminate this lease at any time, after the firm term, by giving at least 90 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after date of notification (via postal service, email, or fax).

5. This lease may be renewed at the option of the Government, with concurrence from the Lessor, for the following terms and at the following rentals conditional upon the passage of an applicable appropriation or authorization by Congress from which expenditures may be made and shall not obligate the United States of America upon failure of Congress to so act: N/A

6. The Government shall furnish to the Lessor, during Government occupancy of the land, the following: N/A

7. The Lessor shall furnish to the Government the following at no cost to the Government:

(a) 24 hours a day, seven days a week unrestricted ingress/egress access to the leased premises through the initial and any subsequent terms of this lease.



8. In the event of a holdover past the term of the lease the tenancy shall continue on a month-to-month basis at the same rental rate in effect at the time of the lease's expiration and all terms and conditions of the lease shall continue in full force and effect. Any claims by the LESSOR resulting from the holdover shall be handled through the process established in the Contract Disputes Act of 1978, as amended, and the tenancy shall continue throughout the resolution of the dispute.
  
9. The Lessor warrants that it has the authority to execute this lease, to allow the Government to use and occupy land, and to provide unrestricted legal access to the land.
  
10. The following are attached and made a part hereof:
  - Land Lease Rider
  - Exhibit A - Parcel Map
  - Exhibit B - Lessor Additional Terms and Conditions
  - Exhibit C - Master Easement; Department of Water and Power of the City of Los Angeles

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

SIGNATURE	SIGNATURE
NAME OF SIGNER	NAME OF SIGNER

IN PRESENCE OF

SIGNATURE	SIGNATURE
NAME OF SIGNER	NAME OF SIGNER

UNITED STATES OF AMERICA

SIGNATURE	NAME OF SIGNER <b>Ed Budzinski</b>
	OFFICIAL TITLE OF SIGNER USDA, Real Estate Lease Contracting Officer

**LAND LEASE RIDER**

11. Improvements. The leased premises are improved with the following GOVERNMENT-Owned and constructed improvements and facilities: See "Exhibit A" attached and made a part hereof.

USDA Asset Number	USDA Asset Name	Predominant Usage	Length/ Size	Acquisition Date	Latitude/ Longitude Coordinates
1344	Independence Heliport	Service	960 SF	1978	36°48'35.56"N 118°12'08.00"W
1475	Helitack Workshop	Service	425 SF	1975	36°48'35.64"N 118°12'07.39"W
2639	Helitack Storage	Storage	120 SF	1975	36°48'35.56"N 118°12'08.00"W
1044	Helitack Hazmat	Storage	645 SF	2007	36°48'38.72"N 118°12'02.12"W

12. Construction. The GOVERNMENT shall have the right during the existence of this Lease to erect upon the Leased Premises related buildings and support facilities as may be needed; to erect additions thereto, and to place appropriate signs in or upon the buildings and premises. Failure on the part of the GOVERNMENT to perform in accordance with any and all provisions of this Lease shall in no way affect the GOVERNMENT's right, title, and interest in and to any and all structures and facilities constructed hereunder, which are included and covered by the terms and conditions of this Lease.

- (a) The GOVERNMENT agrees that in the development of plans for new buildings, facilities, and additions (improvements) thereto, and landscaping and signs to be erected upon the Leased Premises, it will coordinate and review its plans with the LESSOR. The GOVERNMENT agrees that it shall seek the concurrence of the LESSOR, to the greatest extent practicable; to ensure that said improvements erected upon the Leased Premises conform to general site plans and general architectural requirements which the LESSOR has adopted for its sites and buildings; and such concurrence will not be unreasonably withheld.
- (b) The GOVERNMENT will afford the LESSOR ninety (90) business days to review the plans and specifications. Should the LESSOR not agree to the project or plans, the LESSOR shall provide the GOVERNMENT reasoning for the disapproval and/or recommendations for modifying the project.
- (c) In the event the GOVERNMENT does not begin construction of the aforementioned improvement(s) within **10 years** from the date of this lease, this lease shall become void and of no effect.
- (d) The LESSOR shall not obstruct the GOVERNMENT's operations under this lease in any way. If any circumstances arise which detrimentally affect the GOVERNMENT's operations under this lease, the LESSOR shall notify the GOVERNMENT as soon as practicable of those circumstances. The LESSOR shall eliminate or fully mitigate the cause of those circumstances within 72 hours of GOVERNMENT notification.

13. Utility Connections and Services. The LESSOR conveys the right to the GOVERNMENT to connect to existing or future LESSOR owned or operated utilities and/or services, including but not limited to, gas, electricity, water, telephone, steam, and chilled water, refuse removal, and sewer systems, as

applicable and as long as available. It is understood that said connections to the utilities, use of utilities, and/or services which the LESSOR may provide at the request of the GOVERNMENT, will be subject to payment from the GOVERNMENT of appropriate connection and monthly service charges as are reasonable and customary and mutually agreed upon.

14. Maintenance. The GOVERNMENT shall, at its sole expense, maintain and repair the interior and exterior of all GOVERNMENT-owned improvements identified within Article 6 herein.
15. Disposal & Restoration. Any and all GOVERNMENT-owned improvements shall remain the property of the GOVERNMENT and within six (6) months after termination or expiration of this Lease, the GOVERNMENT, at its option, shall dispose of such improvements in one of the following ways:
  - (a) In accordance with applicable laws and regulations in effect at the time of the disposal, provide the LESSOR with the right of first refusal to acquire the improvements. The conveyance of any or all improvements to the LESSOR would be made upon payment to the GOVERNMENT of a mutually agreed upon figure based on the appraised fair market value of the improvements, as may be depreciated, and as discounted for the fair market value of the leasehold.
  - (b) Disposal of any or all improvements to a party or parties other than the LESSOR. However, the LESSOR must approve, in advance and in writing, any such conveyance to a third party and if the LESSOR so approves, shall execute a lease of the Leased Premises with the third party, upon reasonable rental terms and at fair market value.
  - (c) Dispose of or have disposed by a third party such improvements by dismantling them and removing them from the Leased Premises, including completely removing all hazardous and non-hazardous waste materials, and restoring the areas affected by such removal to a condition similar to the condition as was received. In the case of disposal by a third party, the third party would have sixty (60) days to remove the improvements, and if they are not removed within the sixty (60) days they will be deemed abandoned and the LESSOR may dispose of them at will.
16. Damage or Destruction. If, at any time during the term of this Lease or an exercised Renewal Option, the GOVERNMENT-owned improvements constructed upon said Leased Premises shall be substantially damaged or destroyed by fire or other casualty, the GOVERNMENT shall have the option of commencing and thereafter proceeding with reasonable diligence (subject to a reasonable time allowance for appropriation of any additional funds required and for any other unavoidable delay), at its sole expense, to restore or rebuild the GOVERNMENT-owned improvements as nearly as possible to their value immediately prior to such damage or destruction. If, at any time during the term of this Lease or an exercised Renewal Option, the Leased Premises are substantially damaged by casualty, the GOVERNMENT shall have the option of terminating said Lease or Renewal in accordance with Article 4.
17. Mineral Development. Notwithstanding anything else herein to the contrary, all right, title, and interest in and to any minerals that are a part of the subject land under the control of the LESSOR, shall remain the property of LESSOR, provided however, that the GOVERNMENT's rights in the premises are superior to the rights in the mineral estate retained by the LESSOR. Further, the LESSOR agrees to

subordinate to the GOVERNMENT any and all rights to surface or sub-surface drilling and/or excavation of the premises during the primary and renewal terms of this lease.

18. Sublet. The GOVERNMENT may not sublet any part of the Leased Premises but shall not be relieved from any obligations under this lease by reason of any such subletting.

19. Subordination, Non-Disturbance and Attornment.

- (a) LESSOR warrants that it holds such title to or other interest in the premises and other property as is necessary to the GOVERNMENT's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. GOVERNMENT agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the Leased Premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to affect the present or subsequent subordination of this lease. GOVERNMENT agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by LESSOR if such easement does not interfere with the full enjoyment of any right granted the GOVERNMENT under this lease.
- (b) No such subordination, to either or future mortgages, deeds or trust or other lien of security instrument shall operate to affect adversely any right of the GOVERNMENT under this lease so long as the GOVERNMENT is not in default under this lease. LESSOR will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. LESSOR warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.
- (c) In the event of any sale of the Leased Premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu foreclosure, the GOVERNMENT will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the Leased Premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the LESSOR under this lease, so as to establish direct privity of estate and contract between GOVERNMENT and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the GOVERNMENT; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.
- (d) None of the foregoing provisions may be deemed or construed to imply a waiver of the GOVERNMENT's rights as a sovereign.

20. Statement of Lease.

- (a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from LESSOR and a prospective lender or purchaser of the land, execute and deliver to LESSOR a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.
- (b) Letters issued pursuant to this clause are subject to the following conditions:
  - i. That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;
  - ii. That the GOVERNMENT shall not be held liable because of any defect in or condition of the Leased Premises;
  - iii. That the Contracting Officer does not warrant or represent that the Leased Premises comply with applicable Federal, State, and local law; and
  - iv. That the LESSOR, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises by inquiry to appropriate Federal, State, and local Government officials.

21. Integrated Agreement. This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the lease. Except as expressly attached to and made a part of the lease, neither the request for lease proposals nor any pre-award communications by either party shall be incorporated in the lease.

22. Insurance and Liability. The United States is self-insured. All claims against the United States for injuries or damages incurred as a result of the GOVERNMENT's exercise of its rights under this lease shall be determined in accordance with the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., and are subject to the availability of federal appropriations. The LESSOR will be responsible to the extent required by the California Governmental Tort Claims Act 810-996.6, et seq., only for these acts, omissions or negligence of its own officers, employees, and agents.

23. Applicable Regulations, Codes, and Laws.

(a) Compliance with Applicable Law

LESSOR shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to LESSOR'S construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of LESSOR. The GOVERNMENT will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this lease, including laws applicable to the GOVERNMENT'S construction, ownership, alteration or operation of all buildings, structures and facilities located thereon at its own expense, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the GOVERNMENT. This Lease shall be governed by Federal law.

## (b) Applicable Regulations and Permitted Use of Chemicals

The GOVERNMENT shall not suffer any waste to be committed in or about said Leased Premises, shall keep the Leased Premises free and clear of any and all refuse and other nuisance, shall strictly adhere to applicable regulations for the use and disposal of chemicals; and observe all other applicable laws, rules, regulations, and ordinances relating to the maintenance, use and occupancy of the Leased Premises.

24. Default. Any omission of the LESSOR to exercise any right upon the default of the GOVERNMENT shall not preclude the LESSOR from the exercise of such right upon any subsequent default of the GOVERNMENT.
25. Severability. Should any provision or portion of such provision of this Lease be held invalid, the remainder of this Lease or the remainder of such provision shall not be affected thereby.
26. Successors and Assigns. The terms and provisions of this Lease and the conditions herein shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.
- (a) If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the LESSOR changes its legal name, the LESSOR and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the LESSOR shall notify the GOVERNMENT within five (5) days of the transfer of title.
  - (b) The GOVERNMENT and the LESSOR may execute a Change of Name Agreement if the LESSOR is changing only its legal name, and the GOVERNMENT 'S and the LESSOR'S respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.
  - (c) If title to the Property is transferred, or the Lease is assigned, the GOVERNMENT, the original LESSOR (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the GOVERNMENT, a Novation Agreement will be made part of the Lease via Lease Amendment.
  - (d) In addition to all documents required by FAR 42.1204, the USDA Lease Contracting Officer (LCO) may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the GOVERNMENT'S interest.
  - (e) If the LCO determines that recognizing the Transferee as the LESSOR will not be in the GOVERNMENT'S interest, the Transferor shall remain fully liable to the GOVERNMENT for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the GOVERNMENT be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the GOVERNMENT under the Lease have been paid in full or completely set off against the rental payments due under the Lease.

- (f) As a condition for being recognized as the LESSOR and entitlement to receiving rent, the Transferee must register in the SAM for purposes of "All Awards" (See FAR 52.232-33), and complete all required representations and certifications within SAM.
- (g) If title to the Property is transferred, or the Lease is assigned, rent shall continue to be paid to the original LESSOR, subject to the GOVERNMENT'S rights as provided for in this Lease. The GOVERNMENT'S obligation to pay rent to the Transferee shall not commence until the GOVERNMENT received all information reasonably required by the LCO under sub-paragraph 18d., the GOVERNMENT has determined that recognizing the Transferee as the LESSOR is in the GOVERNMENT'S interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph 18f.

27. Congress. No Member of or Delegate to Congress shall be admitted to any share or part of this Lease, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Lease if made with a corporation for its general benefit.

28. Notification. All notices or official communications which may be required under this Lease, given by either party to the other, shall be in writing and addressed to such party's address, unless otherwise provided herein, as follows:

(a.) Notice to LESSOR:                    INYO COUNTY  
    Attn: Director of Public Works  
    P.O. Drawer Q  
    Independence, CA 93526  
    Phone: (760) 878-0201

(b.) Notice to GOVERNMENT:            United States Department of Agriculture  
    United States Forest Service  
    Procurement and Property Services  
    Attn: Lease Contracting Officer  
    333 Broadway SE  
    Albuquerque, NM 87102  
    Email: Edward.budzinski@usda.gov

Either party may from time to time, by written notice to the other, designate a different address to which notices shall be sent.

29. INTENTIONALLY DELETED.

30. INTENTIONALLY DELETED.

31. Consequences. LESSOR agrees that, should any ad valorem or other tax consequence arise from the GOVERNMENT's use of the leased Premises, LESSOR shall bear all responsibility, therefore. LESSOR acknowledges and agrees that LESSOR's obligation under this section is supported by consideration from the GOVERNMENT under this lease.

32. Representations. The making, execution, and delivery of this Lease have been induced by no representations, statements, or warranties other than those herein expressed. This Lease embodies the entire understanding of THE PARTIES, and there are no further or other agreements or understandings, written or oral, in effect between THE PARTIES relating to the subject matter hereof. This Lease may be amended or modified only by an instrument of equal dignity and formally signed by THE PARTIES hereto.

(a) Applicant (*also referred to as LESSOR herein*), is  is not  (**Lessor must check one**) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit entities.)

33. Prompt Payment. The GOVERNMENT will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made by the day an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date –*

- a. *Rental payments.* Rent shall be paid annually in arrears and will be due on July 31<sup>st</sup>, and only as provided for by the lease.
  - i. When the date for commencement of rent falls on the 15<sup>th</sup> day of the month or earlier, the initial monthly rental payment under this lease shall become due on the first workday of the month following the month in which the commencement of the rent is effective.
  - ii. When the date for commencement of rent falls after the 15<sup>th</sup> day of the month, the initial monthly rental payment under this lease shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.
- b. *Other payments.* The due date for making payments other than rent shall be the later of the following two events:
  - i. The 30<sup>th</sup> day after the designated billing office has received a proper invoice from the Contractor.
  - ii. The 30<sup>th</sup> day after GOVERNMENT acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30<sup>th</sup> day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payment other than rent.*

- a. The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:
  - i. Name and address of the Contractor.
  - ii. Invoice date.
  - iii. Lease number.
  - iv. GOVERNMENT's order number or other authorization.



- v. Description, price, and quantity of work or services delivered.
  - vi. Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).
  - vii. Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
- b. The GOVERNMENT will inspect and determine the acceptability of the work performed or services delivered within seven (7) days after the receipt of a proper invoice or notification of completion of the work or service unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven-day inspection period. If the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the GOVERNMENT occurs.
- (c) *Interest Penalty.*
- a. An interest penalty shall be paid automatically by the GOVERNMENT, without request from the LESSOR, if payment is not made by the due date.
  - b. The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the GOVERNMENT and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.
  - c. Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.
  - d. Interest penalties are not required on payment delays due to disagreement between the GOVERNMENT and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at Disputes.
- (d) *Overpayments.* If the LESSOR becomes aware of a duplicate payment or that the GOVERNMENT has otherwise overpaid on a payment, the Contractor shall –
- a. return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-
    - i. Circumstances of the overpayment (e.g., duplicate, erroneous, liquidation errors, date(s) of overpayment);
    - ii. Affected lease number;
    - iii. Affected lease line item or sub-line item, if applicable; and
    - iv. Lessor point of contact
  - b. Provide a copy of the remittance and supporting documentation to the Lease Contracting Officer.

34. Examination of Records by GSA. The LESSOR agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of three (3) years under this Lease, or of

the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the LESSOR involving transactions related to this Lease or compliance with any clauses thereunder.

35. Disputes. This Lease is subject to the Contract Disputes Act of 1978, as amended ([41 U.S.C 601-613](#)). Except as provided in the Act, all disputes arising under or relating to this Lease shall be resolved under this clause.

- (a) Claim, as used in this clause, means a written demand or written assertion by one of THE PARTIES seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of Lease terms, or other relief arising under or relating to this Lease. However, a written demand or written assertion by the LESSOR seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) A claim by the LESSOR shall be made in writing and, unless otherwise stated in this Lease, submitted within six (6) years after accrual of the claim to the LCO for a written decision. A claim by the GOVERNMENT against the LESSOR shall be subject to a written decision by the LCO.
- (c) The LESSOR shall provide the certification specified in paragraph 24e. of this clause when submitting any claim exceeding \$100,000.
- (d) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (e) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the Lease adjustment for which the LESSOR believes the GOVERNMENT is liable; and that I am duly authorized to certify the claim on behalf of the LESSOR."
- (f) The certification may be executed by any person duly authorized to bind the LESSOR with respect to the claim.
- (g) For LESSOR claims of \$100,000 or less, the LCO must, if requested in writing by the LESSOR, render a decision within sixty (60) days of the request. For LESSOR-certified claims over \$100,000, the LCO must, within sixty (60) days, decide the claim or notify the LESSOR of the date by which the decision will be made.
- (h) The LCO's decision shall be final unless the LESSOR appeals or files a suit as provided in the Act.

- (i) If the claim by the LESSOR is submitted to the LCO or a claim by the LESSOR is presented to the LESSOR, the Parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the LESSOR refuses an offer for ADR, the LESSOR shall inform the LCO, in writing, of the LESSOR'S specific reasons for rejecting the offer.
- (j) The GOVERNMENT shall pay interest on the amount found due and unpaid from (1) the date that the LCO receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the LCO initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the LCO receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (k) The LESSOR shall proceed diligently with performance of this lease, pending final resolution of any request for relief, claim, appeal, or action arising under the Lease, and comply with any decision of the LCO.

36. Mutuality of Obligation. The obligations and covenants of the Lessor, and the GOVERNMENT'S obligation to pay rent and other GOVERNMENT obligations and covenants, arising under or related to this Lease, are independent. The GOVERNMENT may, upon issuance of and delivery to LESSOR of a final decision asserting a claim against LESSOR, set off such claim, in whole or in part, as against any payment or payments then or thereafter due to the LESSOR under this lease. No setoff pursuant to this clause shall constitute a breach by the GOVERNMENT of this lease.

37. Equal Opportunity for Workers with Disabilities. The LESSOR shall abide by the requirements of the equal opportunity clause of [41 CFR 60-741.5\(a\)](#), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the LESSOR to employ and advance in employment qualified individuals with disabilities.

38. Payment by Electronic Funds Transfer – System for Award Management (SAM). All payments by the GOVERNMENT under this Lease shall be made by electronic funds transfer (EFT), except as provided in paragraph (a.) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

- (a) In the event the GOVERNMENT is unable to release one or more payments by EFT, the LESSOR agrees to either:
  - i. Accept payment by check or some other mutually agreeable method of payment; or
  - ii. Request the GOVERNMENT to extend the payment due date until such time as the GOVERNMENT can make payment by EFT.
- (b) LESSOR'S EFT information. The GOVERNMENT shall make payment to the LESSOR using EFT information contacted in the System for Award Management (SAM). In the event that the EFT information changes, the LESSOR shall be responsible for providing the updated information to the SAM.

- (c) Mechanisms for EFT payment. The GOVERNMENT may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.
- (d) Suspension of payment. If the LESSOR'S EFT information in the SAM database is incorrect, then the GOVERNMENT need not make payment to the LESSOR under this Lease until correct EFT information is entered into the SAM database; and any invoice or Lease financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this Lease. The prompt payment terms of the Lease regarding notice of an improper invoice and delays in accrual of interest penalties apply.
- (e) Liability for uncompleted or erroneous transfers.
  - i. If an uncompleted or erroneous transfer occurs because the GOVERNMENT used the LESSOR'S EFT information incorrectly, the GOVERNMENT remains responsible for:
    - a. Making a correct payment;
    - b. Paying any prompt payment penalty due; and
    - c. Recovering any erroneously directed funds.
  - ii. If an uncompleted or erroneous transfer occurs because the LESSOR'S EFT information was incorrect, or was revised within thirty (30) days of GOVERNMENT release of the EFT payment transaction instruction to the Federal Reserve System, and –
    - a. If the funds are no longer under the control of the payment office, the GOVERNMENT is deemed to have made payment and the LESSOR is responsible for recovery of any erroneously directed funds; or
    - b. If the funds remain under the control of the payment office, the GOVERNMENT shall not make payment, and the provisions of paragraph 26d. of this clause shall apply.
- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this Lease if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (g) EFT and assignment of claims. If the LESSOR assigns the proceeds of this Lease as provided for in the assignment of claims terms of this Lease, the LESSOR shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this Lease, payment to an ultimate recipient other than the LESSOR, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the LESSOR. EFT information that shows the ultimate recipient of the transfer to be other than the LESSOR, in the absence of a proper assignment of claims acceptable to the GOVERNMENT, is incorrect EFT information within the meaning of paragraph 26d. of this clause.

- (h) Liability for change of EFT information by financial agent. The GOVERNMENT is not liable for errors resulting from changes to EFT information made by the LESSOR'S financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the LESSOR available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The GOVERNMENT may request the LESSOR to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the GOVERNMENT does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the GOVERNMENT. If the GOVERNMENT makes payment by check in accordance with paragraph 26a. of this clause, the GOVERNMENT shall mail the payment information to the remittance address contained in the SAM.

- 39. Contractor Code of Business Ethics and Conduct. (Applicable to leases over \$6 million total contract value and performance period is 120 days or more.) This clause is incorporated by reference.
- 40. Covenant Against Contingent Fees. (Applicable to leases over the Simplified Lease Acquisition Threshold.)
- 41. FAR 52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014). This clause is incorporated by reference.

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**EXHIBIT A**

PARCEL #	NET ACREAGE	NET SQ. FT.
1	0.49	21,388.4
2	0.42	18,189.9
3	0.33	14,375.0
4	0.39	16,875.0
5	0.08	3,600.0
6	0.08	3,600.0

Existing County Improvements

- Parcel 2: 10'x10' equipment building
- Parcel 3: 1190 Sq-Ft house


Existing USFS Improvements

- Parcel 1: 2 rappelling towers
- Parcel 2: 364 SF shop, 1010 SF office, 8'x40' cargo container, patio, and parking
- 2 miscellaneous storage buildings
- Parcel 4: 1730 Sq-Ft barracks
- Parcel 5: 60'X60' helipad

Proposed USFS Improvements

- Parcel 6: 60X60' helipad
- Parcel 4: helitender garage maintenance shop

**LEGEND**

 PROPOSED 6 PARCEL PROPERTY LEASE  
76,022.7 Sq-Ft, 1.79 Acres

**NOTES:**

Parcel No. 3 and 4 Net Acreage are calculated based on the revised (2008) location of the U.S. Highway 395 Right of Way.

The Independence Aviation Field Easement is recorded in Book 11, pages 473 through 475 of Official Records in the office of the Inyo County Recorder.

**LESSOR**

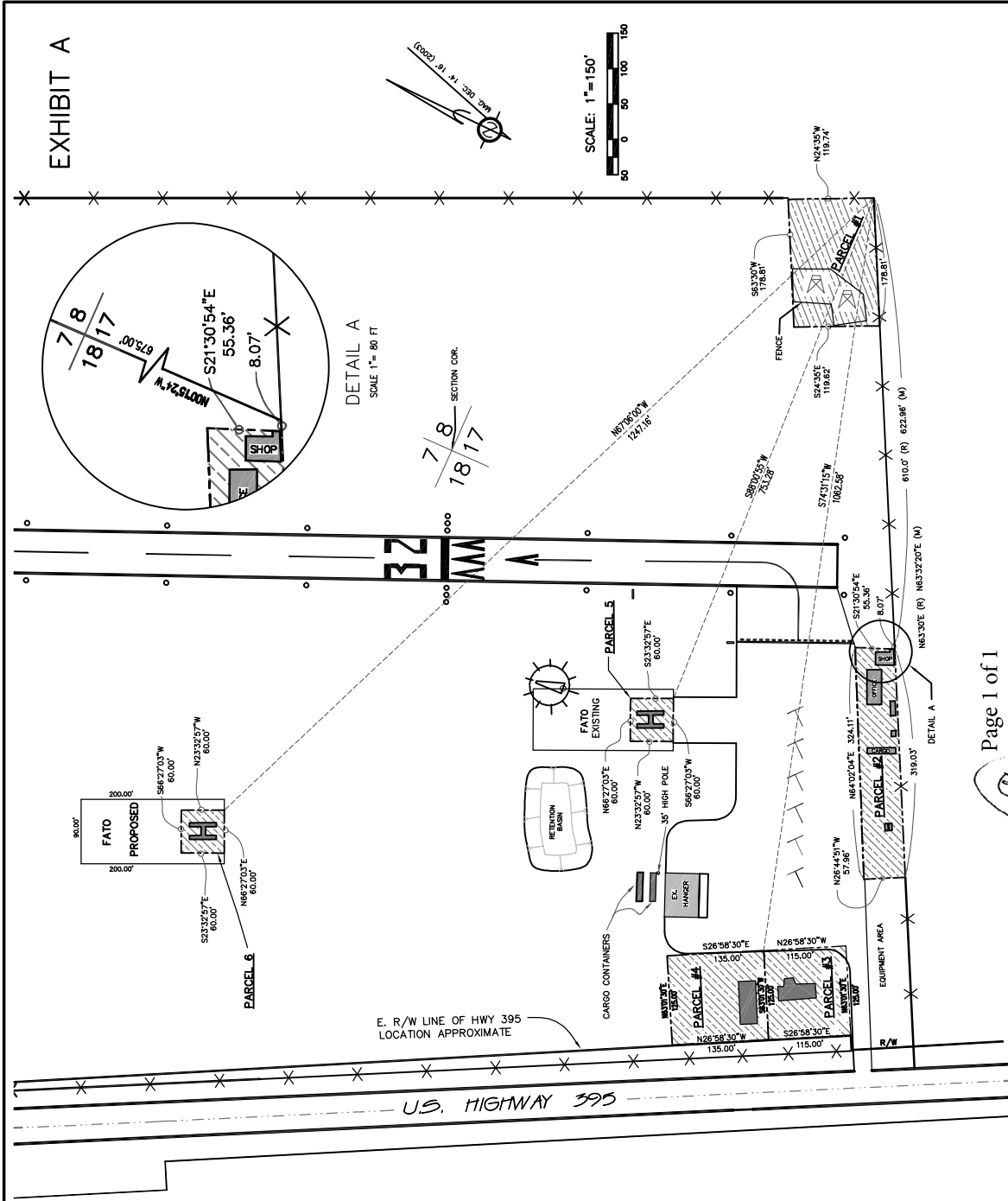


EXHIBIT A

DETAIL A  
SCALE 1"=80 FT

SCALE: 1"=150'

Page 1 of 1

BOUNDARY OF THE PROPOSED  
INDEPENDENCE AIRPORT LEASE,  
INYO CO. TO U.S. FOREST SERVICE

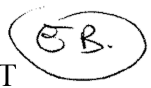
Plans Prepared by:  
INYO COUNTY PUBLIC WORKS  
168 N. 2nd Street  
Independence, CA 93326  
(760) 878-0201

Drawn By: F. Hancock  
DATE: November 2008  
Rev #2: December 2008 pwh  
Drawing Name:  
Proposed FS lease2.dwg

**GOVERNMENT**

**EXHIBIT "B"****LESSOR ADDITIONAL TERMS AND CONDITIONS**

1. Use of Premises. The Leased Premises shall be used only as an emergency response Helitack Base, with supporting facilities, and for no other purpose, unless Lessee obtains the express written consent of the Lessor to conduct that activity. These facilities include crew housing, one concrete helicopter landing pad, fuel truck parking, labeled as *Equipment Area* on Exhibit A, two rappelling training towers, and associated office, training, ready room, and emergency response equipment storage and maintenance facilities. Government agrees to restrict its use to such purposes, and not to use or permit the use of the premises for any other purpose without first obtaining the consent in writing of the County.
2. Master Easement. It is understood that this Lease authorizes an "airport purpose" pursuant to that "easement deed" dated July 12, 1928, from the City of Los Angeles and the Board of Water Commissioners of the City of Los Angeles to the County of Inyo, recorded at Book 11 page 473 – 475 of the Inyo County records (**See Exhibit C**), and is subject to the "airport purposes" condition of said easement. County has obtained concurrence from the City of Los Angeles Department of Water and Power that the Helitack Base use is consistent with the terms of said easement deed. (See Exhibit C.) The Leased Premises is outside the boundary of, and therefore not subject to, the Master Lease between the County and the Department of Water and Power of the City of Los Angeles numbered BL 1459.
3. Quiet Possession. The Lessor covenants and agrees that the Government, upon payment of the annual Lease payment and compliance with all the terms and conditions of this Lease, may lawfully, peacefully, and quietly have, hold, use, occupy, and enjoy the leased premises and each part thereof during the term of this Lease and any extensions thereof without hindrance or interruption by County.
4. Parking. The Government shall have exclusive use of the parking area contained within the Leased Premises, together with the right of reasonable ingress and egress to the leased parking areas.
5. Utilities. All charges for utilities used by the Government in connection with the occupancy of the leased premises (including deposits, connection fees or charges, meter rentals as required by the supplier of any such utility service, and the cost of the facilities for connecting the leased premises to such utility service facilities) shall be paid by the Government.
6. Repairs and Maintenance. The Government will maintain the leased premises and keep them in good repair at government's own expense except that the Lessor shall maintain and repair the following portions of the leased premises: N/A. The Government shall be responsible to maintain and repair all other portions of the leased premises not maintained by the Lessor, including the following: The crew housing, a concrete helicopter landing pad, fuel truck parking, two rappelling training towers, and associated office, training, ready room, and emergency response equipment storage and maintenance facilities which will be maintained in a similar condition as exists at the effective date of this Lease, excepting reasonable wear and tear or damage that may be caused by "Acts of God". The Lessor shall not be responsible for the maintenance and/or repair of any structure or improvement placed on the leased premises by the government, in which case, the government shall be solely responsible for the maintenance and/or repair of those structures and improvements.



When the Lessor notifies the government that facilities within the government's area of responsibility are in need of repairs, the government will make such repairs within thirty (30) days of receiving the notification. If the nature of the repairs are such that they must be performed immediately in order to provide for the immediate safety of the public or airport users, the government will perform such emergency repairs immediately. If the government is unable to perform such emergency repairs immediately, the lessor reserves the right to make such repairs itself, or hire a contractor to make such repairs, at Lessee's expense.

6.1. County Structures. The County owned building on Parcel 4 is accepted as-is, with the understanding that the building is in poor condition and will not be improved by the County as a condition of this lease.

7. Entry for Inspection and Maintenance. The County's Lease Administrator or authorized representative shall have the right to enter the Leased Premises in the following situations:
- a. In emergencies;
  - b. To make necessary or agree repairs, alterations, or improvements, supply necessary or agreed services;
  - c. After the government has abandoned or vacated the Leased Premises; or
  - d. Pursuant to a court order.
8. Signs. The government may erect signs necessary to identify the government's occupancy of the leased premises during the term hereunder. The government shall not place the proposed signs on the leased premises until the lessor has reviewed the proposed design and given its consent to the proposed signs. The Lessor shall not unreasonably withhold said consent. Signs shall be removed by the government at the termination of this Lease.
9. Hazardous Waste Limitation. The government shall not cause or permit any Hazardous Materials to be brought or discharged upon or kept or used in or about the Leased Premises by the government, its agents, employees, contractors, or invitees without the prior written consent of Lessor. The Lessor shall not unreasonably withhold or delay such consent as long as the government demonstrates to the Lessor's reasonable satisfaction that such Hazardous Material is necessary or useful to the government's business and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Material. If the government breaches this obligation or if the presence of Hazardous Material on the property caused or permitted by the government results in contamination of the Leased Premises, then the government shall assume full liability for all environmental, investigatory, monitoring, or cleanup costs related to the contamination of the Leased Premises. In the event that the government is responsible for any investigatory, monitoring, or cleanup work on the Leased Premises after termination of the lease term, the government shall have the right to enter the Leased Premises for performance of such obligation.
10. Damage or Destruction. The government shall keep the Leased Premises and any improvements placed thereon in good order and condition. The government shall be obligated to pay lessor all costs and expenses incurred by County to repair, replace, or restore the Leased Premises due to damage [other than that caused by reasonable and ordinary wear and tear] caused by negligent or willful acts or omissions of the government or government's employees, invitees, licensees, or guests. If the Leased



Premises are substantially damaged or destroyed through the sole fault or negligence of the government, or its employees, invitees, licensees, or guests, the government shall be obligated to pay lessor all costs and expenses incurred by lessor to repair said Leased Premises to the reasonable satisfaction of Inyo County.

11. Compliance with Law. The government shall, at its sole cost, comply with all requirements of all County, State and Federal ordinances, laws, rules, and regulations now in force, or which may hereafter be in force, pertaining to the use of leased premises, and shall faithfully observe and obey all County, State and Federal ordinances, laws, rules, and regulations now in force, or which hereafter may be in force. If the government's failure to obey and comply with any of these rules, laws, ordinances, or regulations results in any assessment of fines, penalty, or damages against the County, the government will pay such civil penalty, fines or assessments and any costs the County incurs in defending or adjudicating such violations.

12. Grant Agreement Assurances.

12.1. Nondiscrimination. The government for itself, their personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the government shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Airport Owner shall have the right to terminate the Lease and to re-enter and as if said Lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

12.2. Airport Protection. It shall be a condition of this Lease, that the lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.

That the government expressly agrees for itself, its successors, and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

That the government expressly agrees for itself, its successors, and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

12.3. Property Rights Reserved. This Lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Airport Owner acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the lease of said lands from the Airport Owner, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the Airport Owner pertaining to the airport.

12.4. Exclusive Rights. Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the airport.

13. Modification. The terms and conditions of the Lease and any extension thereof may be modified, changed, or amended at any time only by the mutual written consent of the government and lessor. However, the lessor may, upon 30 days' notice to the government, amend this Lease as a result of any modification or change in the Master Easement referenced in **Section Two** herein, so long as such amendment is limited to an incorporation of the changes and/or modification to the Master Easement. The amended Lease shall take effect 30 days after the government is served with the amended Lease.
14. Subordination. The government agrees that this Lease shall be subject and subordinate to any mortgage, trust deed, or like encumbrance heretofore or hereafter placed upon the leased premises by County, or its successors in interest, to secure the payment of monies loaned, interest thereon, and other obligations. The government agrees to execute and deliver, upon demand of lessor, any and all instruments desired by lessor subordinating in the manner requested by Inyo County this Lease to such mortgage, trust deed, or like encumbrance.

Notwithstanding such subordination, the government's right to quiet possession of the leased premises shall not be disturbed if the government is not in default and so long as the government shall pay the rent and observe and perform all of the provisions in this Lease, unless this Lease is otherwise terminated pursuant to its terms.

15. Mechanics Lien. The government agrees to keep the leased premises free from all mechanic's liens or other liens of like nature arising because of work done or materials furnished upon the leased premises at the instance of, or on behalf of the government, provided however that the government can contest such lien provided it post an adequate bond, therefore.
16. Force Majeure. If either party hereto shall be delayed or prevented from their performance of any act required hereunder by acts of God, restrictive governmental laws, or regulations, strikes, civil disorders, or other causes not involving the fault, and beyond the control, of the party obligated (financial inability excepted), performance of such act shall be waived for the period of the delay.

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However, nothing in this clause shall excuse the government from the payment of any rental or other charge required of the government, except as may be expressly provided elsewhere in this Lease.

17. Waiver. It is agreed that any waiver by the government of any breach of any one or more of the covenants, conditions, or terms of this Lease shall not be construed to be a waiver of any subsequent breach of the same or different provision of the Lease; nor shall any failure on the part of the government to require exact, full, complete, and explicit compliance with any of the covenants or conditions of this Lease be construed as in any manner changing the terms hereof, nor shall the terms of this Lease be changed or altered in any way whatsoever other than by written amendment, signed by both parties.
18. Inurement. The Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
19. Amendment. The Lease may be amended only by a written document signed by all parties hereto.
20. Additional Terms and Conditions. Additional terms and conditions of the Lease, if any, are set forth in the exhibits listed below, each of which is attached hereto and incorporated herein by this reference. There are no additional terms and conditions of this lease.
21. Entire Agreement. The Lease contains the entire agreement between the parties hereto and supersedes all previous agreements between the parties with respect to the subject matter of the Lease.
22. Construction of Agreement. Both lessor and the government have had the opportunity to and have participated in the drafting and final preparation of this Lease agreement. For that reason, the Lease itself, or any ambiguity contain therein, shall not be construed against either the Lessor or the Government as the drafters of this document.

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Exhibit C. Master Easement

RESOLVED, that deed executed by Thomas F. Hutchison as Sheriff of Inyo County, California, of date June 5, 1928, conveying to the City of Los Angeles, for a consideration of \$2500.00 that certain real property situate in the County of Inyo, State of California, more particularly described in said deed, be, and the same is hereby, accepted.

Jun. 29, 1928.

I Hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by the board of Water and Power Commissioners of the City of Los Angeles at its meeting of Jun 29, 1928.

(CORPORATE SEAL)

Jas. P. Ywoman, Secretary,

Board of Water and Power Commissioners, City of Los Angeles.

Filed for record at the request of Inyo County Abstract Company,

Jul. 7, 1928, 50 minutes past 10 o'clock, A. M.

#230

Mamie Reynolds, Recorder. ✓

EASEMENT DEED

City of Los Angeles and Board of Water and Power Commissioners of the City of Los Angeles

to

County of Inyo.

Dated: July 12, 1928.

EASEMENT DEED

61065

This Indenture made this 12th day of July, 1928, between the City of Los Angeles, a municipal corporation of the State of California, and the Board of Water and Power Commissioners of the City of Los Angeles, a municipal corporation of said State, first parties, and the County of Inyo, State of California, second party.

Witnesseth: That the first parties for and in consideration of the sum of ten Dollars (\$10.00), lawful money of the United States, to them in hand paid by the said second party, the receipt whereof is hereby acknowledged, do by these presents quit claim unto the said second party for air port purposes an easement, over, upon and across all that certain real property situated in the County of Inyo, State of California, described as follows, to-wit:

(BIG PINE AVIATION FIELD)

That parcel of land situated in the North Half of the North Half of Section 29, Township 9 South, Range 34 East, M.D.M., and in the South Half of the South Half of Section 29, Township 9 South, Range 34 East, M.D.M. and bounded and described as follows:

Commencing at the Northwest corner of the Northeast Quarter of the Northwest Quarter of Section 29, Township 9 South, Range 34 East, and running thence North 1927 feet to the westerly boundary of the California State Highway right of way; thence South 50° 29' East 610 feet along said right of way; thence South 43° 49' East 146 feet; thence South 37° 09' East, 145 feet; thence South 30° 30' East, 3062 feet along said highway right of way to the South line of the north Half of the North Half of Section 29, Township 9 South, range 34 East; thence West along said line 2173 feet to the southwest corner of the Northeast Quarter of the Northwest Quarter of Section 29; Township 9 South, range 34 East; thence North 1320 feet to the point of beginning, and containing 95 acres, more or less.

(LONE PINE AVIATION FIELD)

That portion of the Northwest Quarter of Section 3, Township 16 South, Range 36 East, M.D.M. bounded and described as follows:

Beginning at a point which is East 50 feet and South 20 feet from the Northwest corner

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of Section 2, Township 16 South, range 36 East, M.D.M. and running thence east 1200 feet; thence South 14° 01' East, 2721 feet to the south line of the Northwest Quarter of Section 2; thence West along said line 1200 feet to the easterly boundary of the California State Highway right of way; thence North 20° 25' West, along said right of way 1335.4 feet; thence North 16° 17' West, 267.5 feet; thence North 12° 09' West, 267.5 feet, thence North 8° 01' West, 267.5 feet thence North 3° 53' West 267.5 feet; thence North 0° 20' East, 316.3 feet to the point of beginning, and containing 80 acres, more or less.

(BISHOP AVIATION FIELD)

The South half of Lot #2 of the Southwest Quarter, or described as the Southwest Quarter of the Southwest Quarter of Section 18, township 7 South, range 33 East; and the North Half of Lot #2 of the Northwest Quarter, or the northwest Quarter of the Northwest Quarter of Section 19, township 7 South, range 33 East; and the West Half of the North half of lot #1 of the Northwest Quarter of Section 18, or described as the West Half of the Northeast Quarter of the Northwest Quarter of Section 19; township 7 South, range 33 East, containing 100 acres, more or less.

(Independence Aviation Field)

Those portions of Sections 7, 8, 17, and 18 in township 13 South, range 35 East, M.D.M. bounded and described as follows:

Beginning at a point on the Section Line which is south 675 feet from the Northeast corner of Section 18, Township 13 South, range 35 East, M.D.M. and running thence North 63° 30' East 610 feet; thence North 24° 35' West 2972.2 feet; thence South 63° 30' West, 1524 feet, to the Easterly boundary of the California State Highway; thence South 41° 05' East along said highway, 704.4 feet; thence South 26° 30' East, along said Highway, 2,288.3 feet; thence North 63° 30' East 599 feet to the point of beginning, and containing 117.7 acres more or less.

Excepting and reserving therefrom all water or water rights, surface or subterranean, appertaining or belonging thereto.

Also with the reservation that in the event said parcels of property are not utilized for or are abandoned for air port purposes, then and in that event the title to said property so abandoned and all rights conveyed by said easement deed shall forthwith revert to the City of Los Angeles or its successor in interest.

This deed is hereby executed in accordance with Ordinance No. 61063 of Ordinances of the City of Los Angeles, and pursuant to a resolution adopted by the said Board of Water and Power Commissioners of the City of Los Angeles at its meeting of April 24, 1928.

In Witness Whereof, the said City of Los Angeles by its City Council has caused this instrument to be executed in its behalf by its Mayor, and these presents to be attested and its corporate seal to be hereto affixed by its city clerk and said board of Water and Power Commissioners of the City of Los Angeles has caused these presents to be executed in its behalf by its President and Secretary thereunto duly authorized and its corporate seal to be hereunto affixed the day and year first above written.

The City of Los Angeles

By Wm. G. Bonelli Acting Mayor

Attest: Robert Dominguez, City Clerk.

(CORPORATE SEAL)

Board of Water and Power Commissioners of  
The City of Los Angeles,

By R. F. del Valle, President.

And Jas. P. Vroman, Secretary.

EB.

State of California }  
County of Los Angeles } ss

On this 31 day of July, 1928, before me, Frank M. Moyer, a Notary Public in and for the County of Los Angeles, State of California, duly commissioned and sworn, personally appeared Wm. G. Bonelli, known to me to be the Acting Mayor and Robt. Dominguez, known to me to be the City Clerk of the City of Los Angeles, the Corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

Witness my hand and official seal:

(SEAL) Frank M Moyer

Notary Public in and for said County and State.

State of California }  
County of Los Angeles } ss

On this 31 day of July, 1928, before me, Frank M. Moyer, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared K. F. del Valle, known to me to be the President and Jas. P. Vroman, known to me to be the Secretary of the Board of Water and Power Commissioners of the City of Los Angeles, described in and which executed the within instrument, and acknowledged to me that such board of Water and Power Commissioners executed the same.

Witness my hand and official seal:

(SEAL) Frank M. Moyer,

Notary Public in and for said County and State.

Approved as to form this 16 day of July, 1928 Jess E. Stephens, City Attorney

By Floyd M. Hinshaw, Deputy.

Approved as to description this 13 day of July, 1928. By P.E. Ritch, Engineer.

Filed for record at the request of Louis H. Bodle,

Aug. 8, 1928, 55 minutes past 3 o'clock, P. M.

#84

Mamie Reynolds, Recorder. ✓

H.

1270941

36467-27. 1.0.

Appl. 73

Independence.

THE UNITED STATES OF AMERICA

To all to whom these presents shall come, Greeting:

Whereas an order of the Secretary of the Interior has been deposited in the General Land Office, directing that a fee simple patent issue to the City of Los Angeles, purchaser of land included in the allotment of Billy Barlow, and described as the Lot Two of the Southwest quarter of Section Eighteen in Township Nine South of range Thirty-four East of the Mount Diablo Meridian, California, containing eighty-two acres and one hundredth of an acre:

Now Know ye, that the United States of America, in consideration of the premises, has given and granted, and by these presents does give and grant, unto the said City of Los Angeles, the land above described; To Have and to Hold the same, together with all the rights, privileges immunities and appurtenances, of whatsoever nature, thereunto belonging unto the said city of Los Angeles and to its assigns forever; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

EB.



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## U.S. GOVERNMENT LEASE FOR REAL PROPERTY

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DATE OF LEASE  
June 20, 2023

LEASE NO.  
1291S823L0409

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THIS LEASE, made and entered into this date by and between COUNTY OF INYO, a political subdivision of the State of California, whose address is 168 NORTH EDWARDS STREET, INDEPENDENCE, CALIFORNIA, 93526 and whose interest in the property hereinafter described is that of owner hereinafter called the Lessor, and the UNITED STATES OF AMERICA, acting by and through the United States Forest Service (USFS), as Lessee, hereinafter called the Government. The Lessor and Government are herein collectively referred to as the Parties.

WITNESSETH:

WHEREAS, pursuant to 16 U.S.C. §571c, the GOVERNMENT wishes to lease certain land herein described, owned by the LESSOR and located as described in Article 1, Leased Premises, of this Lease, to be used for Government purposes;

NOW THEREFORE, in consideration of the premises and of other good and valuable consideration herein mentioned, the Parties hereto covenant and mutually agree as follows:

1. The Lessor hereby leases to the Government the following described premises, to be used for Government purposes:  
approximately 3.79 acres contained within ONE parcel occupied by the Eastern Sierra Regional Airport, Bishop, California:

That portion of the southeast quarter of Section 32, Township 6 South, Range 33 East, and the portion of the northeast quarter of Section 5, Township 7 South, Range 33 East, MOM., in the County of Inyo, State of California, described as follows:  
COMMENCING at a Boat Spike and County Surveyor's Tag LS 3773 at the east quarter corner of said Section 5 as shown on County Surveyor's Map No. 23 on file in the office of the County Surveyor of said county, from which a 2" Iron Pipe and Brass Cap stamped with a "5,4,8,9" at the southeast corner thereof, as shown on said County Surveyor's Map No. 23, bears South 0°37'11" East, a distance of 2,630.46 feet;

THENCE, North 38°09'29" West, a distance of 2,924.17 feet to the TRUE POINT OF BEGINNING of the herein described subject parcel;

THENCE, North 0° 11'06" East, 430.00 feet;

THENCE, North 89°51'43.39" West, 150.00 feet;

THENCE, South 53°45'16.26" West, 403.94 feet;

THENCE, South 0°11 '06" West, 190.00 feet;

THENCE, South 89°48'54" East, 475.00 feet to the TRUE POINT OF BEGINNING.

RESERVING THEREFROM non-exclusive ingress and egress access over the existing Wye Road Extension.

Contains 3.79 acres, more or less. See Exhibit A, attached hereto and made a part hereof.

2. TO HAVE AND TO HOLD the said premises with their appurtenances, for 10 years, for the term beginning on 08/01/2023 through 07/31/2033, the term as such,

5 Year firm term beginning on 08/01/2023 through 07/31/2028;

5 Year soft term beginning on 08/01/2028 through 07/31/2033,

subject to termination and renewal rights as may be hereinafter set forth and conditional upon the passage of an applicable appropriation or authorization by Congress from which expenditures may be made and shall not obligate the United States of America upon failure of Congress to so act.

3. The GOVERNMENT shall pay to the LESSOR, via electronic funds transfer, at the following rates beginning with an airport rate of rounded to \$0.18 per square foot per year (\$0.18 per square foot multiplied by 165,092.4 square feet = \$29,716.63), and escalated by 3% every FIVE (5) years for the term of the lease, paid annually in arrears. Rent for a lesser period shall be prorated.

Year(s) 1-5: annual rate of \$29,716.63, paid annually in arrears

Year(s) 6-10: annual rate of \$30,608.13 (rounded), paid annually in arrears

4. The Government may terminate this lease at any time by giving at least 90 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after date of notification (via postal service, email, or fax).

5. This lease may be renewed at the option of the Government, with concurrence from the Lessor, for the following terms and at the following rentals conditional upon the passage of an applicable appropriation or authorization by Congress from which expenditures may be made and shall not obligate the United States of America upon failure of Congress to so act:  
N/A

6. The Government shall furnish to the Lessor, during Government occupancy of the land, the following: N/A

7. The Lessor shall furnish to the Government the following at no cost to the Government:  
(a) 24 hours a day, seven days a week unrestricted ingress/egress access to the leased premises through the initial and any subsequent terms of this lease.

8. In the event of a holdover past the term of the lease the tenancy shall continue on a month-to-month basis at the same rental rate in effect at the time of the lease's expiration and all terms and conditions of the lease shall continue in full force and effect. Any claims by the LESSOR resulting from the holdover shall be handled through the process established in the Contract Disputes Act of 1978, as amended, and the tenancy shall continue throughout the resolution of the dispute.

9. The Lessor warrants that it has the authority to execute this lease, to allow the Government to use and occupy land, and to provide unrestricted legal access to the land.

10. The following are attached and made a part hereof:  
Land Lease Rider  
Exhibit A - Parcel Map  
Exhibit B - Lessor Additional Terms & Conditions  
Exhibit C - Master Easement; Department of Water and Power of the City of Los Angeles

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

SIGNATURE	SIGNATURE
NAME OF SIGNER	NAME OF SIGNER

IN PRESENCE OF

SIGNATURE	SIGNATURE
NAME OF SIGNER	NAME OF SIGNER

UNITED STATES OF AMERICA

SIGNATURE	NAME OF SIGNER <b>Ed Budzinski</b> OFFICIAL TITLE OF SIGNER USDA, Real Estate Lease Contracting Officer
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## LAND LEASE RIDER

11. Improvements. The leased premises are improved with the following GOVERNMENT-Owned and constructed improvements and facilities:

USDA Asset Number	USDA Asset Name	Predominant Usage	Length/ Size	Acquisition Date	Latitude/ Longitude Coordinates
2638	Tanker Base Storage	Storage	440 SF	1994	37°22'32.15"N 118°22'30.49"W
Not Yet Assigned	Office/Dispatch	Administrative	TBD	TBD	37°22'31.94"N 118°22'30.80"W
Not Yet Assigned	Carport	Storage	Qty 1	TBD	37°22'31.76"N 118°22'30.49"W
Not Yet Assigned	Retardant Tanks	Hazmat/Storage	Qty 2	TBD	37°22'32.15"N 118°22'30.09"W

12. Construction. The GOVERNMENT shall have the right during the existence of this Lease to erect upon the Leased Premises related buildings and support facilities as may be needed; to erect additions thereto, and to place appropriate signs in or upon the buildings and premises. Failure on the part of the GOVERNMENT to perform in accordance with any and all provisions of this Lease shall in no way affect the GOVERNMENT's right, title, and interest in and to any and all structures and facilities constructed hereunder, which are included and covered by the terms and conditions of this Lease.

- (a) The GOVERNMENT agrees that in the development of plans for new buildings, facilities, and additions (improvements) thereto, and landscaping and signs to be erected upon the Leased Premises, it will coordinate and review its plans with the LESSOR. The GOVERNMENT agrees that it shall seek the concurrence of the LESSOR, to the greatest extent practicable; to ensure that said improvements erected upon the Leased Premises conform to general site plans and general architectural requirements which the LESSOR has adopted for its sites and buildings; and such concurrence will not be unreasonably withheld.
- (b) The GOVERNMENT will afford the LESSOR ninety (90) business days to review the plans and specifications. Should the LESSOR not agree to the project or plans, the LESSOR shall provide the GOVERNMENT reasoning for the disapproval and/or recommendations for modifying the project.
- (c) In the event the GOVERNMENT does not begin construction of the aforementioned improvement(s) within 5 years from the date of this lease, this lease shall become void and of no effect.
- (d) The LESSOR shall not obstruct the GOVERNMENT's operations under this lease in any way. If any circumstances arise which detrimentally affect the GOVERNMENT's operations under this lease, the LESSOR shall notify the GOVERNMENT as soon as practicable of those circumstances. The LESSOR shall eliminate or fully mitigate the cause of those circumstances within 72 hours of GOVERNMENT notification.

13. Utility Connections and Services. The LESSOR conveys the right to the GOVERNMENT to connect to existing or future LESSOR owned or operated utilities and/or services, including but not limited to, gas, electricity, water, telephone, steam and chilled water, refuse removal, and sewer systems, as

applicable and as long as available. It is understood that said connections to the utilities, use of utilities, and/or services which the LESSOR may provide at the request of the GOVERNMENT, will be subject to payment from the GOVERNMENT of appropriate connection and monthly service charges as are reasonable and customary and mutually agreed upon.

14. Maintenance. The GOVERNMENT shall, at its sole expense, maintain and repair the interior and exterior of all GOVERNMENT-owned improvements identified within Article 6 herein.
15. Disposal & Restoration. Any and all GOVERNMENT-owned improvements shall remain the property of the GOVERNMENT and within six (6) months after termination or expiration of this Lease, the GOVERNMENT, at its option, shall dispose of such improvements in one of the following ways:
  - (a) In accordance with applicable laws and regulations in effect at the time of the disposal, provide the LESSOR with the right of first refusal to acquire the improvements. The conveyance of any or all improvements to the LESSOR would be made upon payment to the GOVERNMENT of a mutually agreed upon figure based on the appraised fair market value of the improvements, as may be depreciated and as discounted for the fair market value of the leasehold.
  - (b) Disposal of any or all improvements to a party or parties other than the LESSOR. However, the LESSOR must approve, in advance and in writing, any such conveyance to a third party and if the LESSOR so approves, shall execute a lease of the Leased Premises with the third party, upon reasonable rental terms and at fair market value.
  - (c) Dispose of or have disposed by a third party such improvements by dismantling them and removing them from the Leased Premises, including completely removing all hazardous and non-hazardous waste materials, and restoring the areas affected by such removal to a condition similar to the condition as was received. In the case of disposal by a third party, the third party would have sixty (60) days to remove the improvements, and if they are not removed within the sixty (60) days they will be deemed abandoned and the LESSOR may dispose of them at will.
16. Damage or Destruction. If, at any time during the term of this Lease or an exercised Renewal Option, the GOVERNMENT-owned improvements constructed upon said Leased Premises shall be substantially damaged or destroyed by fire or other casualty, the GOVERNMENT shall have the option of commencing and thereafter proceeding with reasonable diligence (subject to a reasonable time allowance for appropriation of any additional funds required and for any other unavoidable delay), at its sole expense, to restore or rebuild the GOVERNMENT-owned improvements as nearly as possible to their value immediately prior to such damage or destruction. If, at any time during the term of this Lease or an exercised Renewal Option, the Leased Premises are substantially damaged by casualty, the GOVERNMENT shall have the option of terminating said Lease or Renewal in accordance with Article 4.
17. Mineral Development. Notwithstanding anything else herein to the contrary, all right, title, and interest in and to any minerals that are a part of the subject land under the control of the LESSOR, shall remain the property of LESSOR, provided however, that the GOVERNMENT's rights in the premises are superior to the rights in the mineral estate retained by the LESSOR. Further, the LESSOR

agrees to subordinate to the GOVERNMENT any and all rights to surface or sub-surface drilling and/or excavation of the premises during the primary and renewal terms of this lease.

18. Sublet. The GOVERNMENT **may not** sublet any part of the Leased Premises but shall not be relieved from any obligations under this lease by reason of any such subletting.

19. Subordination, Non-Disturbance and Attornment.

- (a) LESSOR warrants that it holds such title to or other interest in the premises and other property as is necessary to the GOVERNMENT's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. GOVERNMENT agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the Leased Premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. GOVERNMENT agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by LESSOR if such easement does not interfere with the full enjoyment of any right granted the GOVERNMENT under this lease.
- (b) No such subordination, to either or future mortgages, deeds or trust or other lien of security instrument shall operate to affect adversely any right of the GOVERNMENT under this lease so long as the GOVERNMENT is not in default under this lease. LESSOR will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. LESSOR warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.
- (c) In the event of any sale of the Leased Premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu foreclosure, the GOVERNMENT will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the Leased Premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the LESSOR under this lease, so as to establish direct privity of estate and contract between GOVERNMENT and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the GOVERNMENT; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.
- (d) None of the foregoing provisions may be deemed or construed to imply a waiver of the GOVERNMENT's rights as a sovereign.

20. Statement of Lease.

- (a) The Contracting Officer will, within thirty (3) days next following the Contracting Officer's receipt of a joint written request from LESSOR and a prospective lender or purchaser of the land, execute and deliver to LESSOR a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.
  
- (b) Letters issued pursuant to this clause are subject to the following conditions:
  - i. That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;
  - ii. That the GOVERNMENT shall not be held liable because of any defect in or condition of the Leased Premises;
  - iii. That the Contracting Officer does not warrant or represent that the Leased Premises comply with applicable Federal, State, and local law; and
  - iv. That the LESSOR, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises by inquiry to appropriate Federal, State, and local Government officials.

21. Integrated Agreement. This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the lease. Except as expressly attached to and made a part of the lease, neither the request for lease proposals nor any pre-award communications by either party shall be incorporated in the lease.

22. Insurance and Liability. The United States is self-insured. All claims against the United States for injuries or damages incurred as a result of the GOVERNMENT's exercise of its rights under this lease shall be determined in accordance with the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., and are subject to the availability of federal appropriations. The LESSOR will be responsible to the extent required by the California Governmental Tort Claims Act 810-996.6, et seq., only for these acts, omissions or negligence of its own officers, employees, and agents.

23. Applicable Regulations, Codes, and Laws.

- (a) Compliance with Applicable Law

LESSOR shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to LESSOR'S construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of LESSOR. The GOVERNMENT will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this lease, including laws applicable to the GOVERNMENT'S construction, ownership, alteration or operation of all buildings, structures and facilities located thereon at its own expense, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the GOVERNMENT. This Lease shall be governed by Federal law.

## (b) Applicable Regulations and Permitted Use of Chemicals

The GOVERNMENT shall not suffer any waste to be committed in or about said Leased Premises, shall keep the Leased Premises free and clear of any and all refuse and other nuisance, shall strictly adhere to applicable regulations for the use and disposal of chemicals; and observe all other applicable laws, rules, regulations, and ordinances relating to the maintenance, use and occupancy of the Leased Premises.

24. Default. Any omission of the LESSOR to exercise any right upon the default of the GOVERNMENT shall not preclude the LESSOR from the exercise of such right upon any subsequent default of the GOVERNMENT.
25. Severability. Should any provision or portion of such provision of this Lease be held invalid, the remainder of this Lease or the remainder of such provision shall not be affected thereby.
26. Successors and Assigns. The terms and provisions of this Lease and the conditions herein shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.
- (a) If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the LESSOR changes its legal name, the LESSOR and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the LESSOR shall notify the GOVERNMENT within five (5) days of the transfer of title.
  - (b) The GOVERNMENT and the LESSOR may execute a Change of Name Agreement if the LESSOR is changing only its legal name, and the GOVERNMENT 'S and the LESSOR'S respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.
  - (c) If title to the Property is transferred, or the Lease is assigned, the GOVERNMENT, the original LESSOR (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the GOVERNMENT, a Novation Agreement will be made part of the Lease via Lease Amendment.
  - (d) In addition to all documents required by FAR 42.1204, the USDA Lease Contracting Officer (LCO) may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the GOVERNMENT'S interest.
  - (e) If the LCO determines that recognizing the Transferee as the LESSOR will not be in the GOVERNMENT'S interest, the Transferor shall remain fully liable to the GOVERNMENT for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the GOVERNMENT be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the GOVERNMENT under the Lease have been paid in full or completely set off against the rental payments due under the Lease.

- (f) As a condition for being recognized as the LESSOR and entitlement to receiving rent, the Transferee must register in the SAM for purposes of "All Awards" (See FAR 52.232-33), and complete all required representations and certifications within SAM.
- (g) If title to the Property is transferred, or the Lease is assigned, rent shall continue to be paid to the original LESSOR, subject to the GOVERNMENT'S rights as provided for in this Lease. The GOVERNMENT'S obligation to pay rent to the Transferee shall not commence until the GOVERNMENT received all information reasonably required by the LCO under sub-paragraph 18d., the GOVERNMENT has determined that recognizing the Transferee as the LESSOR is in the GOVERNMENT'S interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph 18f.

27. Congress. No Member of or Delegate to Congress shall be admitted to any share or part of this Lease, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Lease if made with a corporation for its general benefit.

28. Notification. All notices or official communications which may be required under this Lease, given by either party to the other, shall be in writing and addressed to such party's address, unless otherwise provided herein, as follows:

(a.) Notice to LESSOR:                    INYO COUNTY  
     Attn: Director of Public Works  
     P.O. Drawer Q  
     Independence, CA 93526  
     Phone: (760) 878-0201

(b.) Notice to GOVERNMENT:            United States Department of Agriculture  
     United States Forest Service  
     Procurement and Property Services  
     Attn: Lease Contracting Officer  
     333 Broadway SE  
     Albuquerque, NM 87102  
     Email: Edward.budzinski@usda.gov

Either party may from time to time, by written notice to the other, designate a different address to which notices shall be sent.

29. INTENTIONALLY DELETED.

30. INTENTIONALLY DELETED.

31. Consequences. LESSOR agrees that, should any ad valorem or other tax consequence arise from the GOVERNMENT's use of the leased Premises, LESSOR shall bear all responsibility, therefore. LESSOR acknowledges and agrees that LESSOR's obligation under this section is supported by consideration from the GOVERNMENT under this lease.

32. Representations. The making, execution, and delivery of this Lease have been induced by no representations, statements, or warranties other than those herein expressed. This Lease embodies the entire understanding of THE PARTIES, and there are no further or other agreements or understandings, written or oral, in effect between THE PARTIES relating to the subject matter hereof. This Lease may be amended or modified only by an instrument of equal dignity and formally signed by THE PARTIES hereto.

(a) Applicant (*also referred to as LESSOR herein*), is  is not  (**Lessors must check one**) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit entities.)

33. Prompt Payment. The GOVERNMENT will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made by the day an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date –*

- a. *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.
  - i. When the date for commencement of rent falls on the 15<sup>th</sup> day of the month or earlier, the initial monthly rental payment under this lease shall become due on the first workday of the month following the month in which the commencement of the rent is effective.
  - ii. When the date for commencement of rent falls after the 15<sup>th</sup> day of the month, the initial monthly rental payment under this lease shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.
- b. *Other payments.* The due date for making payments other than rent shall be the later of the following two events:
  - i. The 30<sup>th</sup> day after the designated billing office has received a proper invoice from the Contractor.
  - ii. The 30<sup>th</sup> day after GOVERNMENT acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30<sup>th</sup> day after the Contractor’s invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payment other than rent.*

- a. The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:
  - i. Name and address of the Contractor.
  - ii. Invoice date.
  - iii. Lease number.
  - iv. GOVERNMENT’s order number or other authorization.

- v. Description, price, and quantity of work or services delivered.
  - vi. Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).
  - vii. Name (where practicable), title, phone number, and mailing address of person to be notified in the vent of a defective invoice.
- b. The GOVERNMENT will inspect and determine the acceptability of the work performed or services delivered within seven (7) days after the receipt of a proper invoice or notification of completion of the work or service unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven-day inspection period. If the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the GOVERNMENT occurs.
- (c) *Interest Penalty.*
- a. An interest penalty shall be paid automatically by the GOVERNMENT, without request from the LESSOR, if payment is not made by the due date.
  - b. The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the “Renegotiation Board Interest Rate,” and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the GOVERNMENT and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.
  - c. Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.
  - d. Interest penalties are not required on payment delays due to disagreement between the GOVERNMENT and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at Disputes.
- (d) *Overpayments.* If the LESSOR becomes aware of a duplicate payment or that the GOVERNMENT has otherwise overpaid on a payment, the Contractor shall –
- a. return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-
    - i. Circumstances of the overpayment (e.g. duplicate, erroneous, liquidation errors, date(s) of overpayment);
    - ii. Affected lease number;
    - iii. Affected lease line item or sub-line item, if applicable; and
    - iv. Lessor point of contact
  - b. Provide a copy of the remittance and supporting documentation to the Lease Contracting Officer.



34. Examination of Records by GSA. The LESSOR agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of three (3) years under this Lease, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the LESSOR involving transactions related to this Lease or compliance with any clauses thereunder.
35. Disputes. This Lease is subject to the Contract Disputes Act of 1978, as amended ([41 U.S.C 601-613](#)). Except as provided in the Act, all disputes arising under or relating to this Lease shall be resolved under this clause.
- (a) Claim, as used in this clause, means a written demand or written assertion by one of THE PARTIES seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of Lease terms, or other relief arising under or relating to this Lease. However, a written demand or written assertion by the LESSOR seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
  - (b) A claim by the LESSOR shall be made in writing and, unless otherwise stated in this Lease, submitted within six (6) years after accrual of the claim to the LCO for a written decision. A claim by the GOVERNMENT against the LESSOR shall be subject to a written decision by the LCO.
  - (c) The LESSOR shall provide the certification specified in paragraph 24e. of this clause when submitting any claim exceeding \$100,000.
  - (d) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
  - (e) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the Lease adjustment for which the LESSOR believes the GOVERNMENT is liable; and that I am duly authorized to certify the claim on behalf of the LESSOR."
  - (f) The certification may be executed by any person duly authorized to bind the LESSOR with respect to the claim.
  - (g) For LESSOR claims of \$100,000 or less, the LCO must, if requested in writing by the LESSOR, render a decision within sixty (60) days of the request. For LESSOR-certified claims over \$100,000, the LCO must, within sixty (60) days, decide the claim or notify the LESSOR of the date by which the decision will be made.

- (h) The LCO's decision shall be final unless the LESSOR appeals or files a suit as provided in the Act.
- (i) If the claim by the LESSOR is submitted to the LCO or a claim by the LESSOR is presented to the LESSOR, the Parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the LESSOR refuses an offer for ADR, the LESSOR shall inform the LCO, in writing, of the LESSOR'S specific reasons for rejecting the offer.
- (j) The GOVERNMENT shall pay interest on the amount found due and unpaid from (1) the date that the LCO receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the LCO initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the LCO receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (k) The LESSOR shall proceed diligently with performance of this lease, pending final resolution of any request for relief, claim, appeal, or action arising under the Lease, and comply with any decision of the LCO.

36. **Mutuality of Obligation.** The obligations and covenants of the Lessor, and the GOVERNMENT's obligation to pay rent and other GOVERNMENT obligations and covenants, arising under or related to this Lease, are independent. The GOVERNMENT may, upon issuance of and delivery to LESSOR of a final decision asserting a claim against LESSOR, set off such claim, in whole or in part, as against any payment or payments then or thereafter due to the LESSOR under this lease. No setoff pursuant to this clause shall constitute a breach by the GOVERNMENT of this lease.

37. **Equal Opportunity for Workers with Disabilities.** The LESSOR shall abide by the requirements of the equal opportunity clause of [41 CFR 60-741.5\(a\)](#), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the LESSOR to employ and advance in employment qualified individuals with disabilities.

38. **Payment by Electronic Funds Transfer – System for Award Management (SAM).** All payments by the GOVERNMENT under this Lease shall be made by electronic funds transfer (EFT), except as provided in paragraph (a.) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

- (a) In the event the GOVERNMENT is unable to release one or more payments by EFT, the LESSOR agrees to either:
  - i. Accept payment by check or some other mutually agreeable method of payment; or
  - ii. Request the GOVERNMENT to extend the payment due date until such time as the GOVERNMENT can make payment by EFT.

(b) LESSOR'S EFT information. The GOVERNMENT shall make payment to the LESSOR using EFT information contacted in the System for Award Management (SAM). In the event that the

EFT information changes, the LESSOR shall be responsible for providing the updated information to the SAM.

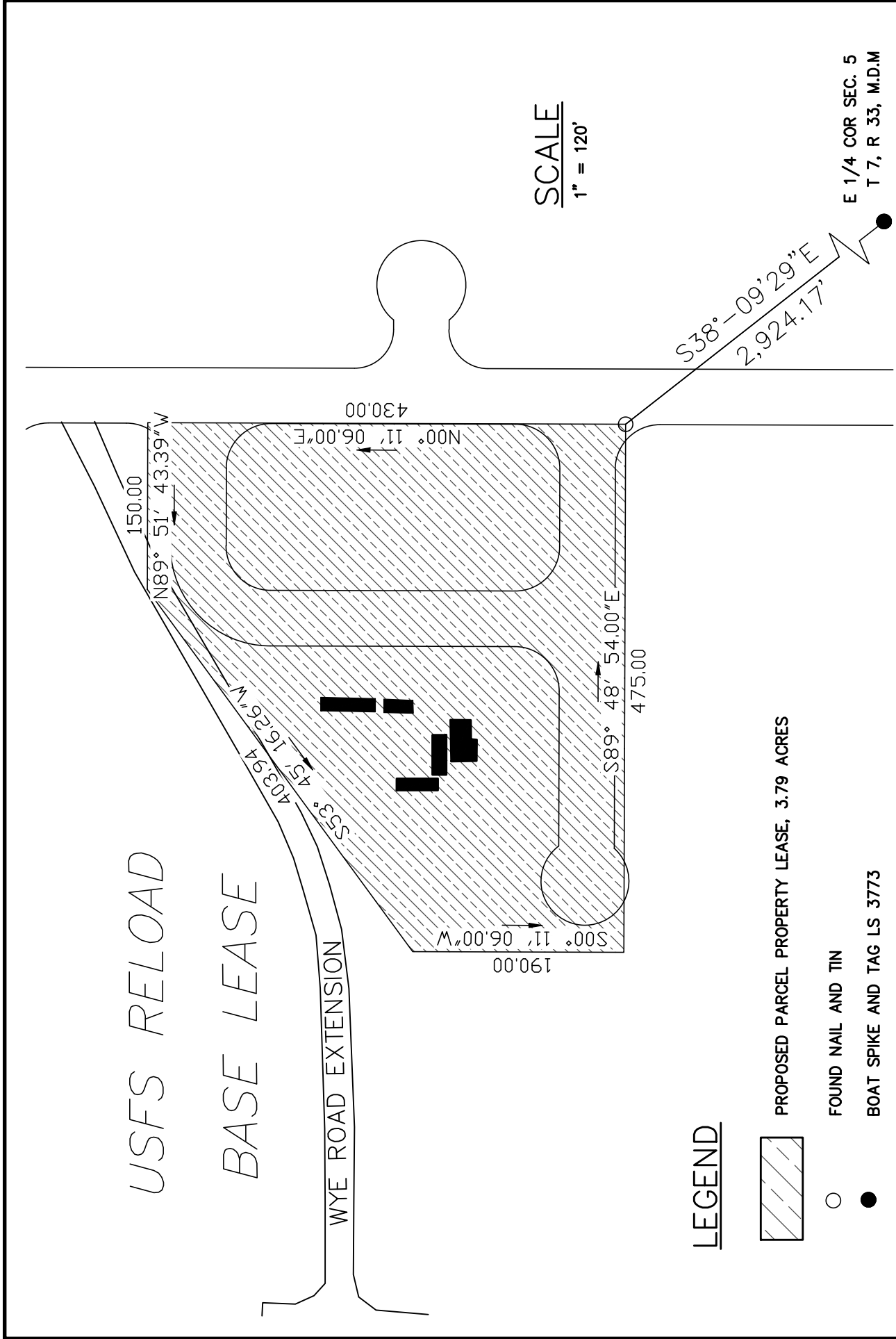
- (c) Mechanisms for EFT payment. The GOVERNMENT may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.
- (d) Suspension of payment. If the LESSOR'S EFT information in the SAM database is incorrect, then the GOVERNMENT need not make payment to the LESSOR under this Lease until correct EFT information is entered into the SAM database; and any invoice or Lease financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this Lease. The prompt payment terms of the Lease regarding notice of an improper invoice and delays in accrual of interest penalties apply.
- (e) Liability for uncompleted or erroneous transfers.
  - i. If an uncompleted or erroneous transfer occurs because the GOVERNMENT used the LESSOR'S EFT information incorrectly, the GOVERNMENT remains responsible for:
    - a. Making a correct payment;
    - b. Paying any prompt payment penalty due; and
    - c. Recovering any erroneously directed funds.
  - ii. If an uncompleted or erroneous transfer occurs because the LESSOR'S EFT information was incorrect, or was revised within thirty (30) days of GOVERNMENT release of the EFT payment transaction instruction to the Federal Reserve System, and –
    - a. If the funds are no longer under the control of the payment office, the GOVERNMENT is deemed to have made payment and the LESSOR is responsible for recovery of any erroneously directed funds; or
    - b. If the funds remain under the control of the payment office, the GOVERNMENT shall not make payment, and the provisions of paragraph 26d. of this clause shall apply.
- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this Lease if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (g) EFT and assignment of claims. If the LESSOR assigns the proceeds of this Lease as provided for in the assignment of claims terms of this Lease, the LESSOR shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this Lease, payment to an ultimate recipient other than the LESSOR, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the LESSOR. EFT information that shows the ultimate recipient of the transfer to be other than the LESSOR, in the absence of a proper assignment of claims acceptable to the

GOVERNMENT, is incorrect EFT information within the meaning of paragraph 26d. of this clause.

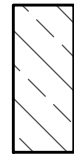


- (h) Liability for change of EFT information by financial agent. The GOVERNMENT is not liable for errors resulting from changes to EFT information made by the LESSOR'S financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the LESSOR available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The GOVERNMENT may request the LESSOR to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the GOVERNMENT does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the GOVERNMENT. If the GOVERNMENT makes payment by check in accordance with paragraph 26a. of this clause, the GOVERNMENT shall mail the payment information to the remittance address contained in the SAM.

- 39. *Contractor Code of Business Ethics and Conduct.* (Applicable to leases over \$6 million total contract value and performance period is 120 days or more.) This clause is incorporated by reference.
- 40. *Covenant Against Contingent Fees.* (Applicable to leases over the Simplified Lease Acquisition Threshold.)
- 41. FAR 52.204-19 *Incorporation by Reference of Representations and Certifications* (Dec 2014). This clause is incorporated by reference.

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LEGEND

-  PROPOSED PARCEL PROPERTY LEASE, 3.79 ACRES
-  FOUND NAIL AND TIN
-  BOAT SPIKE AND TAG LS 3773

BOUNDARY OF THE PROPOSED  
 BISHOP AIRPORT LEASE,  
 INYO CO. TO U.S. FOREST SERVICE

Plans Prepared by:  
**INYO COUNTY PUBLIC WORKS**  
 168 N. Edwards, P.O. Drawer Q  
 Independence, CA 95526  
 (760) 878-0201

Drawn By: P. Hancock  
 DATE: November, 2008  
 Rev #2, 05/10/2023 ARH  
 Drawing Name:  
 BAP\_LEASE3.dwg

**EXHIBIT "B"**

**LESSOR ADDITIONAL TERMS AND CONDITIONS**

1. Use of Premises. The Leased Premises shall be used only as an emergency response Reload Base, with supporting facilities, and for no other purposes, unless the Government obtains the express written consent of the Lessor to conduct that activity. These facilities, existing and planned, include an office/garage, two (2) water storage tanks, and one covered storage area.
2. Master Easement. The property herein leased by Lessor to the Government is the subject of an easement deed granted to County by the Department of Water and Power of the City of Los Angeles (see Inyo County Recorded Doc No. 2010-0003787-00), which by this reference is incorporated into this Lease. See Exhibit "C" attached and made a part hereof.
3. Air Operations Area Access. Government employees based at the Bishop Airport shall obtain Air Operations Area (AOA) Badges from Bishop Airport Operations and shall follow all regulations explained in the badge training materials. Temporary crews do not need to complete the badging process if a badged employee will be present. Government employees shall access the leased premises via the manual gate at Wye Road. This gate is a security access point to the AOA and is to remain closed and locked at all times when not under direct surveillance by a badged employee.
4. Delivery of Possession. Delivery of possession shall be deemed completed as of the date of execution of this instrument. The Government represents and warrants that the Government has examined the Leased Premises, including all buildings and improvements thereon and that as of the effective date of the lease, they are all in good order, repair, and in safe and clean condition.
5. Quiet Possession. The Lessor covenants and agrees that the Government, upon payment of the annual Lease payment and compliance with all the terms and conditions of this Lease, may lawfully, peacefully, and quietly have, hold, use, occupy, and enjoy the leased premises and each part thereof during the term of this Lease and any extensions thereof without hindrance or interruption by Lessor.
6. Utilities. All charges for utilities used by the Government in connection with the occupancy of the leased premises (including deposits, connection fees or charges, meter rentals as required by the supplier of any such utility service, and the cost of the facilities for connecting the leased premises to such utility service facilities) shall be paid by the Government.
7. Repairs and Maintenance. The Government will maintain the leased premises and keep them in good repair at Government's own expense except that Lessor shall maintain and repair the following portions of the leased premises: N/A. The Government shall be responsible to maintain and repair all other portions of the leased premises not maintained by the Lessor, including the following: [Tanker Base Storage, Office, Car Port, and two Retardant Tanks which will be maintained in a similar condition as exists at the effective date of this Lease, excepting reasonable wear and tear or damage that may be caused by "Acts of God". The Lessor shall not be responsible for the maintenance and/or repair of any structure or improvement placed on the leased premises by the Government, in which case the Government shall be solely responsible for the maintenance and/or repair of those structures and improvements.

8. Entry for Inspection and Maintenance. County's Lease Administrator or authorized representative shall have the right to enter the Leased Premises in the following situations:

- A. In emergencies;
- B. To make necessary or agreed repairs, alterations, or improvements, supply necessary or agreed services;
- C. After Lessee has abandoned or vacated the Leased Premises; or
- D. Pursuant to a court order.

9. Signs. The Government may erect signs necessary to identify Government's occupancy of the leased premises during the term hereunder. The Government shall not place the proposed signs on the leased premises until Lessor has reviewed the proposed design and given its consent to the proposed signs. Lessor shall not unreasonably withhold said consent. Signs shall be removed by the Government at the termination of this Lease.

10. Hazardous Waste Limitation. The Government shall not cause or permit any Hazardous Materials to be brought or discharged upon or kept or used in or about the Leased Premises by the Government, its agents, employees, contractors, or invitees without the prior written consent of Lessor. The Lessor shall not unreasonably withhold or delay such consent as long as the Government demonstrates to the Lessor's reasonable satisfaction that such Hazardous Material is necessary or useful to Government's business and will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Material. If the Government breaches this obligation or if the presence of Hazardous Material on the property caused or permitted by the Government results in contamination of the Leased Premises, then the Government shall assume full liability for all environmental, investigatory, monitoring or cleanup costs related to the contamination of the Leased Premises. In the event that the Government is responsible for any investigatory, monitoring, or cleanup work on the Leased Premises after termination of the lease term, the Government shall have the right to enter the Leased Premises for performance of such obligation.

11. Damage or Destruction. The Government shall keep the Leased Premises and any improvements placed thereon in good order and condition. The Government shall be obligated to pay County all costs and expenses incurred by County to repair, replace, or restore the Leased Premises due to damage [other than that caused by reasonable and ordinary wear and tear] caused by negligent or willful acts or omissions of the Government or Government's employees, invitees, licensees, or guests. If the Leased Premises are substantially damaged or destroyed through the sole fault or negligence of the Government, or its employees, invitees, licensees, or guests, the Government shall be obligated to pay Lessor all costs and expenses incurred by Lessor to repair said Leased Premises to the reasonable satisfaction of Lessor.

12. Compliance with Law. The Government shall, at its sole cost, comply with all requirements of all County, State and Federal ordinances, laws, rules, and regulations now in force, or which may hereafter be in force, pertaining to the use of leased premises, and shall faithfully observe and obey all County, State and Federal ordinances, laws, rules, and regulations now in force, or which hereafter may be in force. If Government's failure to obey and comply with any of these rules, laws, ordinances, or regulations results

in any assessment of fines, penalty, or damages against the County, the Government will pay such civil penalty, fines or assessments and any costs the Lessor incurs in defending or adjudicating such violations.

13. Grant Agreement Assurances.

13.1. Nondiscrimination. The Government for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the Government shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Airport Owner shall have the right to terminate the Lease and to re-enter and as if said Lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

13.2. Airport Protection. It shall be a condition of this Lease, that the Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.

That the Government expressly agrees for itself, its successors, and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

That the Government expressly agrees for itself, its successors, and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

13.3. Property Rights Reserved. This Lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Airport Owner acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the lease of said lands from the Airport Owner, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the Airport Owner pertaining to the airport.

13.4. Exclusive Rights. Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-



exclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the airport.

14. Modification. The terms and conditions of the Lease and any extension thereof may be modified, changed, or amended at any time only by the mutual written consent of the Government and Lessor. However, Lessor may, upon 30 days' notice to the Government, amend this Lease as a result of any modification or change in the Master Easement referenced in **Section Two** herein, so long as such amendment is limited to an incorporation of the changes and/or modification to the Master Easement. The amended Lease shall take effect 30 days after the Government is served with the amended Lease.

15. Subordination. The Government agrees that this Lease shall be subject and subordinate to any mortgage, trust deed, or like encumbrance heretofore or hereafter placed upon the leased premises by County, or its successors in interest, to secure the payment of monies loaned, interest thereon, and other obligations. The Government agrees to execute and deliver, upon demand of Lessor, any and all instruments desired by Lessor subordinating in the manner requested by Lessor this Lease to such mortgage, trust deed, or like encumbrance.

Notwithstanding such subordination, the Government's right to quiet possession of the leased premises shall not be disturbed if Government is not in default and so long as Government shall pay the rent and observe and perform all of the provisions in this Lease, unless this Lease is otherwise terminated pursuant to its terms.

16. Mechanics Lien. The Government agrees to keep the leased premises free from all mechanic's liens or other liens of like nature arising because of work done or materials furnished upon the leased premises at the instance of, or on behalf of the Government, provided however that the Government can contest such lien provided it post an adequate bond, therefore.

17. Force Majeure. If either party hereto shall be delayed or prevented from their performance of any act required hereunder by acts of God, restrictive governmental laws, or regulations, strikes, civil disorders, or other causes not involving the fault, and beyond the control, of the party obligated (financial inability excepted), performance of such act shall be waived for the period of the delay. However, nothing in this clause shall excuse the Government from the payment of any rental or other charge required of the Government, except as may be expressly provided elsewhere in this Lease.

18. Waiver. It is agreed that any waiver by the Government of any breach of any one or more of the covenants, conditions, or terms of this Lease shall not be construed to be a waiver of any subsequent breach of the same or different provision of the Lease; nor shall any failure on the part of the Government to require exact, full, complete, and explicit compliance with any of the covenants or conditions of this Lease be construed as in any manner changing the terms hereof, nor shall the terms of this Lease be changed or altered in any way whatsoever other than by written amendment, signed by both parties.

19. Inurement. The Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

20. Amendment. The Lease may be amended only by a written document signed by all parties hereto.

21. Additional Terms and Conditions. Additional terms and conditions of the Lease, if any, are set forth in the exhibits listed below, each of which is attached hereto and incorporated herein by this reference. There are no additional terms and conditions of this lease.

22. Entire Agreement. The Lease contains the entire agreement between the parties hereto and supersedes all previous agreements between the parties with respect to the subject matter of the Lease.

23. Construction of Agreement. Both Lessor and the Government have had the opportunity to and have participated in the drafting and final preparation of this Lease agreement. For that reason, the Lease itself, or any ambiguity contain therein, shall not be construed against either the Lessor or the Government as the drafters of this document.

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INYO, County Recorder  
MARY A. ROPER Co Recorder Office  
**DOC- 2010-0003787-00**  
Tuesday, DEC 07, 2010 08:50:05  
NFE \$0.00!!  
Ttl Pd \$0.00 Nbr-0000081886  
DMO/R1/1-10

RECORDING REQUESTED BY:  
**Los Angeles Department of Water and Power**

WHEN RECORDED, MAIL TO:

**County of Inyo  
Planning Department  
P.O. Drawer L  
Independence, CA 93526**

THE AREA ABOVE THIS LINE IS FOR RECORDER'S USE

DOCUMENT TITLE(S)

<b>EASEMENT DEED AND AGREEMENT</b>	Grantee: <b>County of Inyo</b>
	Project: <b>Eastern Sierra Regional Airport – Bishop – Inyo County</b>
Portion of APN(s):	<b>008-010-05, 008-010-07, and 010-270-13</b>

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE AND EXEMPT FROM FEES FOR RECORDING PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 6103.

As authorized by the Board of Water and Power Commissioners by Resolution No. 010-308 adopted on **May 4, 2010** and approved by the Los Angeles City Council on **June 18, 2010**, for valuable consideration, receipt of which is hereby acknowledged, the CITY OF LOS ANGELES (Grantor), a municipal corporation, grants to the COUNTY OF INYO (Grantee) an easement for the purpose of operating and maintaining an airport as defined in Section 21013 of the California Public Utilities Code and for the planning and development of improvement projects that are eligible for funding through the Federal Aviation Administration's Airport Improvement Program, which serve to enhance airport safety, capacity, security, noise compatibility, or to address environmental concerns, and for no other purpose, over and across that certain real property owned by the City of Los Angeles and under the management and control of the Los Angeles Department of Water and Power, in the County of Inyo, State of California, as described in Exhibit A and shown on the map designated as Exhibit B, both exhibits attached hereto and incorporated herein by reference (Airport Easement).

This Easement Deed and Agreement is subject to the terms and conditions set forth in Exhibit C, attached hereto and incorporated herein.

LESSOR

GOVERNMENT

EB.

20103787

DEPARTMENT OF WATER AND POWER OF THE  
CITY OF LOS ANGELES BY THE  
BOARD OF WATER AND POWER COMMISSIONERS  
OF THE  
CITY OF LOS ANGELES

By *[Signature]* *10/27/10*  
AUSTIN BEUTNER  
General Manager

By: RAMAN RAJ  
Chief Operating Officer.

COUNTY OF INYO

By *Richard Cervantes*

AUTHORIZED BY:

Resolution No. ....	<u>010- 308</u>
Adopted .....	<u>May 4, 2010</u>
Approved by Council on.....	<u>June 18, 2010</u>
Council File No.	<u>10-0754</u>

LESSOR

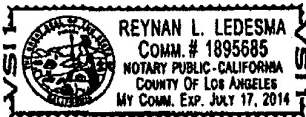
GOVERNMENT EB.

State of California }  
County of Los Angeles }

On October 29, 2010 before me, Reynan L. Ledesma, Notary Public,  
DATE Here Insert Name and Title of the Officer

personally appeared Raman Raj  
NAME(S) OF SIGNER(S)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Reynan L. Ledesma  
SIGNATURE OF NOTARY PUBLIC

Place Notary Seal Above

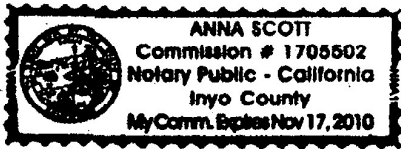


State of California }  
County of Inyo }

On October 15, 2010 before me, Anna Scott, Notary Public  
DATE Here Insert Name and Title of the Officer

personally appeared Richard Cervantes  
NAME(S) OF SIGNER(S)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Anna Scott  
SIGNATURE OF NOTARY PUBLIC

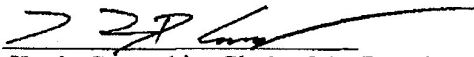
Place Notary Seal Above

20103787

CERTIFICATE OF ACCEPTANCE NO. 10- 1

This is to certify that the interest in real property conveyed by the EASEMENT DEED AND AGREEMENT dated, June 18, 2010, from the CITY OF LOS ANGELES to the COUNTY OF INYO, a political subdivision of the State of California, is hereby accepted by the undersigned agent on behalf of the Inyo County Board of Supervisors pursuant to the authority conferred by the Board of Supervisors of the COUNTY OF INYO and the grantee consents to the recordation thereof by its duly authorized agent.

Dated: 12-02-2010

By:   
Kevin Carunchio, Clerk of the Board  
Inyo County Board of Supervisors

4

LESSOR

GOVERNMENT

EB.

## LEGAL DESCRIPTION

Sections 32 and 33, Township 6 South, and portions of Sections 3, 4, 5, 9, and 10, Township 7 South, all in Range 33 East, Mt. Diablo Meridian, in the County of Inyo, State of California, more particularly described as follows:

COMMENCING at the southwest corner of said Section 4, monumented with a 2" Iron Pipe with a Brass Cap stamped "5, 4, 8, 9", as shown on Inyo County Surveyor's Map No. 23, dated February 4, 1980, on file in the office of Public Works of said County; thence North 0°37'11" West along the westerly line of said Section 4, as shown on said Map No. 23, 1315.23 feet; thence North 89°27'09" East, 1231.36 feet to the TRUE POINT OF BEGINNING of the herein subject parcel;

thence North 89°27'09" East, 300.02 feet;

thence South 05°15'15" West, 1,116.30 feet;

thence South 89°53'08" East, 700.00 feet;

thence North 04°59'55" West, 1,122.06 feet;

thence North 89°27'09" East, 997.68 feet;

thence South 44°52'54" East, 1,075.00 feet;

thence South 38°03'33" East, 1,713.50 feet;

thence North 45°07'07" East, 1,510.00 feet;

thence North 53°11'48" West, 2,454.17 feet;

thence North 01°00'28" West, 2,382.78 feet;

thence South 84°23'08" East, 1,044.43 feet;

thence North 00°07'13" East, 700.00 feet;

thence South 84°40'38" West, 423.81 feet;

thence North 00°02'55" West, 76.05 feet;

thence South 89°57'05" West, 103.86 feet;

thence North 24°19'49" West, 2,019.41 feet;

thence South 65°40'11" West, 400.00 feet;

thence South 24°19'49" East, 1,839.13 feet;

thence North 89°56'43" West, 87.82 feet;

thence South 01°00'28" East, 183.70 feet;

thence North 89°52'47" West, 1,343.40 feet;

thence North 01°26'21" West, 647.86 feet;

thence South 89°36'12" West, 549.68 feet;

thence North 00°06'52" East, 1,768.60 feet;

thence North 13°06'17" East, 222.48 feet;

thence North 05°47'30" East, 1,010.91 feet;

thence North 89°53'08" West, 700.00 feet;

thence South 05°31'56" East, 1,016.29 feet;

thence South 89°29'39" West, 3,005.93 feet;

thence North 37°06'32" West, 2,624.95 feet;

thence South 45°07'07" West, 1,510.00 feet;

thence South 53°22'12" East, 1,741.36 feet;

thence South 00°56'33" East, 112.47 feet;

thence South 44°52'53" East, 1,025.84 feet;

thence South 00°07'13" West, 762.65 feet;

thence North 89°59'32" West, 697.77 feet;

thence South 00°44'51" East, 858.30 feet;

thence North 84°10'09" West, 341.98 feet;

thence South 00°07'13" West, 700.00 feet;

thence North 84°24'38" East, 349.88 feet;

thence South 00°35'36" East, 711.75 feet;

thence South 89°53'38" East, 470.00 feet;

thence South 44°52'47" East, 262.85 feet;

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20103787

thence North 45°07'13" East, 262.98 feet;  
thence South 89°53'38" East, 1,803.27 feet;  
thence South 00°37'11" East, 753.45 feet;  
thence North 89°36'18" East, 435.48 feet;  
thence South 44°15'48" East, 1,161.98 feet;  
thence South 00°06'58" West, 474.25 feet and returning to the TRUE POINT OF BEGINNING.

Containing 806.88 acres, more or less.

EXCEPTING therefrom that portion of said Section 4, as described in the Easement Deed from the City of Los Angeles to the County of Inyo, as recorded in Official Records, Volume 17, page 462, dated October 7, 1929, in the office of the County Recorder of said County, containing 198.17 acres, more or less.

EXCEPTING therefrom any portion of the Inyo County right-of-way of Poleta Road.

The resulting parcel will be approximately 608.71 acres, more or less.

**END OF DESCRIPTION**

SUBJECT TO all outstanding taxes and assessments, if any.

SUBJECT TO any and all easements, covenants, conditions, restrictions, and other matters of record.

SUBJECT TO the condition that the Airport Easement shall be continuously used and maintained by the County of Inyo for airport purposes; and that in the event the County of Inyo does not so continuously use and maintain said real property for said purposes as hereinabove provided for a period of one year, then, and in that event, upon the expiration of said one-year period, all rights shall thereupon be forfeited, extinguished, and terminated, and all interest and rights hereby conveyed shall thereupon automatically revert to and revest in the City without any further action.

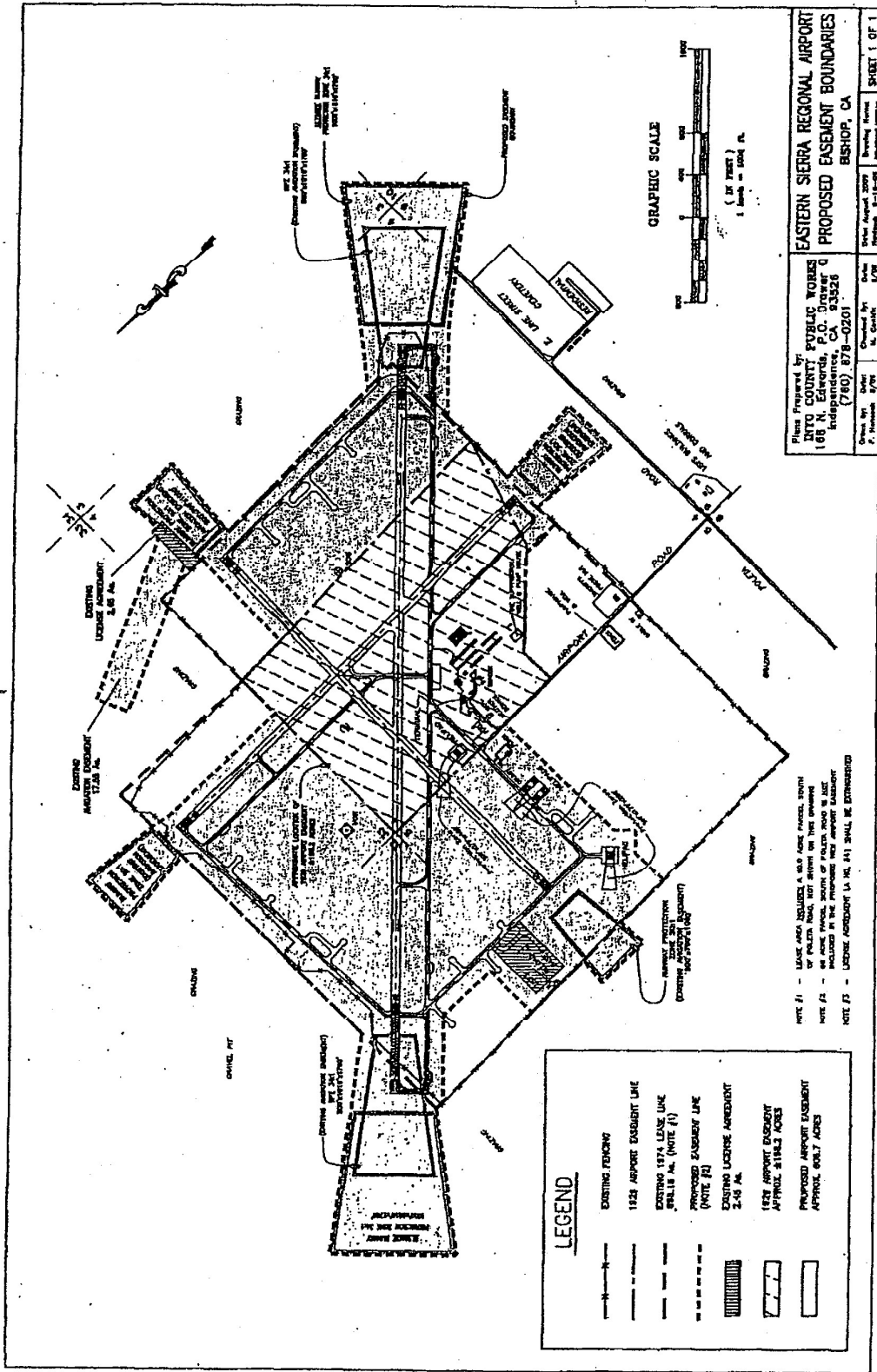
EXCEPTING AND RESERVING unto the City of Los Angeles all water and water rights, whether surface, subsurface, or of any other kind, and all water and water rights appurtenant or in anywise incident to the real property herein described, or used thereon or in connection therewith, together with the right to develop, take, transport, control, regulate, and use all such water; and reserving unto the Grantor all oil, gas, petroleum, or other mineral or hydrocarbon substances in and under said land, without the right to enter upon the surface of said land for such use.

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## GRANT OF EASEMENT

1. **Airport Construction:** Any work performed or caused to be performed by Grantee within the Airport Easement shall be done in accordance with any and all applicable laws and regulations, and in a manner that is equal to or greater than the applicable standards of the industry for such work. Grantor shall use reasonable care not to interfere with the use by Grantee of the Airport Easement, nor materially or adversely affect Grantee's use of the Airport Easement.
2. **Rights of Others:** This Airport Easement is subject to all licenses, leases, easements, reservations, restrictions, conditions, covenants, encumbrances, liens, claims, and other matters of title ("title exceptions") that may affect the Airport Easement now or hereafter.
3. **Water Reservations:** Grantee's right to use Grantor's water is permissive only and authorized by separate agreement. Grantee's rights are subject and subordinate to Grantor's, its successors and assigns, to use the Airport Easement or any portion thereof in the exercise of its powers and in the performance of its duties associated with water rights, including those as a municipal utility. This Easement Deed and Agreement is subject to all existing uses, all matters of record, and to the reservations hereinafter set out.
  - 1.1.1. There is excepted from this Easement Deed and Agreement and reserved to the Grantor all water and water rights, whether surface, subsurface, or of any other kind; and all water and water rights appurtenant or in anywise incident to the lands or premises described herein, or used thereon or in connection therewith, together with the right to develop, take, transport, control, regulate, and use all such water and water rights.
  - 1.1.2. There is also excepted and reserved to the Grantor the right to use, operate, and maintain any ways, waterways, ditches, pipelines, canals, wells, and appurtenances thereto, or desirable in connection therewith, together with the right to grant easements, rights-of-way, licenses, and permits for other purposes that will not unreasonably interfere with Grantee's use of the Airport Easement.
  - 1.1.3. The right, reserved to the Grantor, from time to time to overflow, flood, submerge, and spread water upon the Airport Easement, provided, however, that if in the exercise of the rights defined and described in this section Grantor shall cause physical damage to any structure or improvement lawfully erected or maintained by Grantee upon said premises, Grantor shall pay just compensation for such physical damage, and no more.
  - 1.1.4. The right, reserved to the Grantor, from time to time, to raise or lower the water level underlying the Airport Easement by taking, or failing to take, water from the Mono Basin or Owens River watersheds or drainage areas, or both such areas, or by the importation or non-importation of such water into the watershed within which said premises are located.
  - 1.1.5. The right, reserved to the Grantor, to develop, take, collect, import, store, control, regulate, and use any and all such waters and, from time to time, at the option and discretion of Grantor to transport and export any and all such waters to places and areas outside the Mono Basin or Owens River watersheds and drainage areas, or both such areas (including, but not limited to, the City of Los Angeles), for any and all of the reasonable and beneficial uses and purposes of Grantor.

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- 1.1.6. The right, reserved to the Grantor, to construct, maintain, control, and operate upon and within Airport Easement dikes, dams, reservoirs, ponds, and settling basins, together with appurtenant facilities (including, but not limited to, ditches, pipelines, conduits, and wells), and to affect said premises in any way by raising or lowering, from time to time, the level of the water of any such reservoirs, ponds, or settling basins, or all of them.
- 1.1.7. The right, reserved to the Grantor, to use any and all existing easements, servitudes, ways, waterways, and ditches on the Airport Easement; to make inspections, investigations, and surveys thereon; and to construct, maintain, and operate thereon works and structures in connection with Grantor's management and control of its works and properties.
- 1.1.8. The right, reserved to the Grantor, of ingress and egress to, from, in, and over, and upon the Airport Easement and every part thereof and thereon to do all things necessary or convenient in the exercise of the rights herein reserved.

4. **Indemnification – General:** The Grantee has inspected the premises, knows the condition thereof, and on behalf of itself and its successors, assigns, and sub-permittees undertakes and agrees to indemnify and hold harmless the City of Los Angeles, LADWP, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "Indemnitees"), and at the option of the City, defend by counsel satisfactory to the City, the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages (including but not limited to indirect, consequential, and incidental), demands, judgments, civil fines, penalties, or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury, or personal injury to any person, including but not limited to the Grantee's employees, customers, invitees and agents, or persons who enter onto the premises, or damage (including environmental damage) or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incident to, or connected in any manner to this Easement Deed and Agreement or to the premises covered under this Easement Deed and Agreement, regardless of any negligence on the part of Indemnitees, except for the active negligence or willful misconduct of LADWP. It is the specific intent of this paragraph that this Indemnification shall apply and be effective for all accidents, occurrences, and/or events occurring during the term of this Easement Deed and Agreement that give rise to future claims, even if the actual claim comes against LADWP after the Easement Deed and Agreement has expired. This Indemnification shall be in addition to any other rights or remedies that Indemnitees have under law or under this Easement Deed and Agreement.

5. **Indemnification – Environmental:** The Grantee, on behalf of itself and its successors, assigns, and sub-permittees, further undertakes and agrees to indemnify and hold harmless the City of Los Angeles, LADWP, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "Indemnitees"), and at the option of LADWP, defend by counsel satisfactory to LADWP the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages, demands, judgments, civil fines, penalties (including, but not limited to, costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation, penalties, and fines arising from the violation of any local, regional, state, or federal law, or regulation, disbursements, and other environmental response costs), or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury, or personal injury to any person, including the Grantee's employees and agents, or damage or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incident to, or connected in any manner to the acts, errors, omissions to act, willful misconduct, or non-performance or breach by the Grantee of any term and/or condition of this Easement Deed and Agreement relating directly or indirectly to the release or spill of any legally designated hazardous

material or waste, resulting from or incident to the presence upon or performance of activities by the Grantee or its personnel with respect to the subject area/property covered under this Easement Deed and Agreement, on the part of the Grantee or its officers, agents, employees, or sub-permittees of any tier, regardless of any negligence on the part of Indemnitees, except for the sole negligence or willful misconduct of LADWP. It is the specific intent of this paragraph that this Indemnification shall apply and be effective for all accidents, occurrences, and/or events occurring during the term of this Easement Deed and Agreement that give rise to future claims, even if the actual claim comes against LADWP after the Easement Deed and Agreement has expired. This Indemnification shall be in addition to any other rights or remedies that Indemnitees have under law or under this Easement Deed and Agreement.

6. Surrender of Easement: Upon termination of this Easement Deed and Agreement for whatever reason, the Grantee shall be responsible, to the extent caused by or introduced onto the property as a result of the use of the property by the Grantee, for all cleanup costs and expenses including, but not limited to, any fines, penalties, judgments, litigation costs, and attorneys' fees incurred as a result of any and all discharge, leakage, spillage, emission of material which is, or becomes, defined as any pollutant, contaminant, hazardous waste or hazardous substance, under all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, or imposing liability or standards of conduct concerning any hazardous substance on, under, or about the property, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USCS §§9601 et seq.); the Resource Conservation and Recovery Act of 1976 (42 USCS §§6901 et seq.); the Clean Water Act, also known as the Federal Water Pollution Control Act (33 USCS §§1251 et seq.); the Toxic Substances Control Act [15 USCS §§2601 et seq.); the Hazardous Materials Transportation Act [49 USCS §§1801 et seq.); the Insecticide, Fungicide, Rodenticide Act (7 USCS §§136 et seq.); the Superfund Amendments and Reauthorization Act (42 USCS §§6901 et seq.); the Clean Air Act (42 USCS §§7401 et seq.); the Safe Drinking Water Act (42 USCS §§300f et seq.); the Solid Waste Disposal Act (42 USCS §§6901 et seq.); the Surface Mining Control and Reclamation Act (30 USCS §§1201 et seq.); the Emergency Planning and Community Right to Know Act (42 USCS §§11001 et seq.); the Occupational Safety and Health Act (29 USCS §§655 and 657); the California Underground Storage of Hazardous Substances Act (H&SC §§25280 et seq.); the California Hazardous Substances Account Act (H&SC §§25300 et seq.); the California Hazardous Waste Control Act (H&SC §§25100 et seq.); the California Safe Drinking Water and Toxic Enforcement Act (H&SC §§24249.5 et seq.); the Porter-Cologne Water Quality Act (Wat. C. §§13000 et seq.); together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to hazardous substances on, under, or about the property, including ambient air, soil, soil vapor, groundwater, surface water, or land use. Said cleanup shall be accomplished to the satisfaction of LADWP and any governmental body having jurisdiction there over.
7. Assignment or Sublet: This Easement Deed and Agreement and the rights herein given are personal to Grantee and are not assignable. Grantee may sublet and allow other operations or uses consistent with the airport related uses permitted herein, however, Grantee shall not sublet or allow the use or occupancy of the Airport Easement by any other party without first obtaining written permission from the Grantor. Such permission shall not be unreasonably withheld. Notwithstanding the foregoing, as to any other type of use, the Grantor retains full and sole discretion as to whether and for what purposes any other party may occupy the Airport Easement and reserves the right to grant other easements in, on, over, through and/or under the Airport Easement. Grantor shall ensure that such other easements or uses will not unreasonably interfere with the uses allowed pursuant to this Easement Deed and Agreement.



# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

August 1, 2023

Reference ID:  
2023-3974

### Sole-Source Provider Declaration and Purchase Order Authorization for Road Equipment Rentals

#### Public Works

ACTION REQUIRED

**ITEM SUBMITTED BY**

Sally Faircloth

**ITEM PRESENTED BY**

Michael Errante, Public Works Director

**RECOMMENDED ACTION:**

A) Declare United Rentals of Ridgecrest, CA a sole-source provider of equipment rentals; and  
B) Ratify and approve the additional amount of \$65,000 for United Rentals of Ridgecrest, CA and authorize the issuance of a purchase order in an amount not to exceed \$120,222.63, payable to United Rentals of Ridgecrest, CA for equipment rentals in the event the agreement needs to be extended for the continued runoff.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

On April 25, 2023, the Board of Supervisors approved the Road Department's request to rent additional equipment in preparation for the upcoming runoff season for an amount not to exceed \$55,222.63. Inyo County has paid United Rentals \$55,032.95 of the initial not to exceed \$55,222.63. The Road Department is now requesting an extension of the rental agreement with United Rentals for an additional \$65,000, for an amount not to exceed \$120,222.63.

The amount of \$15,547.52 is the amount calculated to be applied to the 22/23 Fiscal Year as this was for the remaining rental usage in June 2023. The balance of \$49,452.48 of the requested amount will be applied to the 23/24 Fiscal Year.

The closest rental provider, United Rentals of Ridgecrest, CA, provided the attached quotes for a total of \$40,521.00. However, The Road Department is requesting the not to exceed amount of \$65,000 in the event the rental equipment is needed for a longer period of time due to this unanticipated runoff season and this would prevent re-introducing this item to your Board or cause any equipment issues with United Rentals.

**FISCAL IMPACT:**

<b>Funding Source</b>	Non-General Fund	<b>Budget Unit</b>	034600
<b>Budgeted?</b>	Yes - 22/23 & 23/24	<b>Object Code</b>	5281
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			

The amount of \$15,547.52 is the amount calculated to be applied to the 22/23 Fiscal Year as this was for the remaining rental usage in June 2023. The balance of \$49,452.48 of the requested amount will be applied to the 23/24 Fiscal Year.

**Future Fiscal Year Impacts**

N/A

**Additional Information**

N/A

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to authorize the issuance of this purchase order. This is not recommended as the runoff is expected to flush and scour multiple years' worth of debris and we need equipment to be readily available.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. United Rentals Extension/Sole Source 2023
2. United Rentals Quote 1
3. United Rentals Quote 2

**APPROVALS:**

Sally Faircloth	Created/Initiated - 7/13/2023
Darcy Ellis	Approved - 7/13/2023
Breanne Nelums	Approved - 7/18/2023
Shannon Platt	Approved - 7/18/2023
John Vallejo	Approved - 7/18/2023
Amy Shepherd	Approved - 7/24/2023
Michael Errante	Approved - 7/25/2023
Nate Greenberg	Final Approval - 7/25/2023





**County of Inyo**  
**PUBLIC WORKS DEPARTMENT**  
P.O. DRAWER Q  
INDEPENDENCE, CALIFORNIA 93526  
(760) 878-0201  
(760) 878-2001 FAX

Michael Errante, Public Works Director  
John Pinckney, Assistant Director

To: Auditor  
From: Shannon Platt, Public Works Deputy Director  
Date: July 13, 2023  
Re: Sole Source/ Emergency justification, Equipment Rental Extension

On April 25, 2023, the Board of Supervisors approved the Road Departments request to rent additional equipment in preparation for the upcoming runoff season for an amount not to exceed \$55,222.63. The Road Department is now requesting an extension of the rental contract with United Rentals. The equipment is still being used as the runoff has lasted longer than originally anticipated.

Currently, the Road Department is requesting we extend the contract with United Rentals for up to an additional amount not to exceed \$65,000. The equipment will be returned sooner if possible.





BRANCH 555  
1241 W INYOKERN RD  
RIDGECREST CA 93555-2356  
760-446-7628

# 221908831

UNIT CODE

LONE PINE YARD  
160 LONE PINE AVE  
LONE PINE CA 93545

Office: 760-878-0202 Cell: 760-878-0077

INYO COUNTY ROAD DEPT  
PO BOX Q  
INDEPENDENCE CA 93526-0616

Customer # : 477388  
Quote Date : 07/11/23  
Estimated Out : 07/19/23 09:00 AM  
Estimated In : 08/30/23 09:00 AM  
UR Job Loc : 160 LONE PINE AVE, L  
UR Job # : 11  
Customer Job ID:  
P.O. # : QUOTE  
Ordered By : SHANNON SPLATT  
Written By : SARAH ALTER  
Salesperson : SCOTT SEVAAETASI

**This is not an invoice  
Please do not pay from this document**

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
1	9042035	LOADER WHEEL 3.5-3.9 CUBIC YARD		825.00	2,111.00	5,549.00	9,771.00
							Rental Subtotal: 9,771.00
							Agreement Subtotal: 9,771.00
							Rental Protection: 1,465.65
							Tax: 757.25
							Estimated Total: 11,993.90

COMMENTS/NOTES:

CONTACT: SHANNON SPLATT  
CELL#: 760-878-0077

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



BRANCH 555  
1241 W INYOKERN RD  
RIDGECREST CA 93555-2356  
760-446-7628

**# 221910451**

**JOB SITE**

LAYDOWN YARD  
750 S CLAY ST  
INDEPENDENCE CA 93526

**Office:** 760-878-0202 **Cell:** 760-878-0077

**Customer #** : 477388  
**Quote Date** : 07/11/23  
**Estimated Out** : 07/19/23 09:00 AM  
**Estimated In** : 08/30/23 09:00 AM  
**UR Job Loc** : 750 S CLAY ST, INDEP  
**UR Job #** : 10  
**Customer Job ID:**  
**P.O. #** : QUOTE  
**Ordered By** : SHANNON SPLATT  
**Written By** : SARAH ALTER  
**Salesperson** : SCOTT SEVAEETASI

INYO COUNTY ROAD DEPT  
PO BOX Q  
INDEPENDENCE CA 93526-0616

**This is not an invoice  
Please do not pay from this document**

**RENTAL ITEMS:**

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
1	9042030	LOADER WHEEL 3.0-3.4 CUBIC YARD		825.00	2,111.00	5,549.00	9,771.00

Rental Subtotal: 9,771.00  
Agreement Subtotal: 9,771.00  
Rental Protection: 1,465.65  
Tax: 757.25  
Estimated Total: 11,993.90

**COMMENTS/NOTES:**

CONTACT: SHANNON SPLATT  
CELL#: 760-878-0077

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BRANCH 555  
 1241 W INYOKERN RD  
 RIDGECREST CA 93555-2356  
 760-446-7628

# 221910150

JOB SITE

BISHOP YARD  
 3236 W LINE ST  
 BISHOP CA 93514-2150

Office: 760-878-0202 Cell: 760-878-0077

Customer # : 477388  
 Quote Date : 07/11/23  
 Estimated Out : 07/19/23 09:00 AM  
 Estimated In : 08/30/23 09:00 AM  
 UR Job Loc : 3236 W LINE ST, BISH  
 UR Job # : 12  
 Customer Job ID:  
 P.O. # : TBD  
 Ordered By : SHANNON SPLATT  
 Written By : SARAH ALTER  
 Salesperson : SCOTT SEVAAETASI

INYO COUNTY ROAD DEPT  
 PO BOX Q  
 INDEPENDENCE CA 93526-0616

**This is not an invoice  
 Please do not pay from this document**

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
1	9042030	LOADER WHEEL 3.0-3.4 CUBIC YARD		825.00	2,111.00	5,549.00	9,771.00
							Rental Subtotal: 9,771.00
							Agreement Subtotal: 9,771.00
							Rental Protection: 1,465.65
							Tax: 757.25
							Estimated Total: 11,993.90

COMMENTS/NOTES:

CONTACT: SHANNON SPLATT  
 CELL#: 760-878-0077

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



BRANCH 555  
1241 W INYOKERN RD  
RIDGECREST CA 93555-2356  
760-446-7628

**# 221910978**

JOB SITE

LAYDOWN YARD  
750 S CLAY ST  
INDEPENDENCE CA 93526

**Office:** 760-878-0202 **Cell:** 760-878-0077

**Customer #** : 477388  
**Quote Date** : 07/11/23  
**Estimated Out** : 07/19/23 09:00 AM  
**Estimated In** : 08/16/23 09:00 AM  
**UR Job Loc** : 750 S CLAY ST, INDEP  
**UR Job #** : 10  
**Customer Job ID:**  
**P.O. #** : QUOTE  
**Ordered By** : SHANNON SPLATT  
**Written By** : SARAH ALTER  
**Salesperson** : SCOTT SEVAETASI

INYO COUNTY ROAD DEPT  
PO BOX Q  
INDEPENDENCE CA 93526-0616

**This is not an invoice  
Please do not pay from this document**

**RENTAL ITEMS:**

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.	
1	9051005	EXCAVATOR 19000# REDUCED TAIL SWING		512.00	1,546.00	3,698.00	3,698.00	
							Rental Subtotal:	3,698.00
							Agreement Subtotal:	3,698.00
							Rental Protection:	554.70
							Tax:	286.60
							Estimated Total:	4,539.30

**COMMENTS/NOTES:**

CONTACT: SHANNON SPLATT  
CELL#: 760-878-0077

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

**NOTICE:** This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



BRANCH 555  
 1241 W INYOKERN RD  
 RIDGECREST CA 93555-2356  
 760-446-7628

# 222589943

Job site

TUTTLE CREEK RD  
 TUTTLE CREEK RD  
 LONE PINE CA 93545

Office: 760-878-0202 Job: 760-878-0202

Customer # : 477388  
 Quote Date : 07/26/23  
 Estimated Out : 07/31/23 08:00 AM  
 Estimated In : 08/28/23 08:00 AM  
 UR Job Loc : TUTTLE CREEK RD, LON  
 UR Job # : 13  
 Customer Job ID:  
 P.O. # : WHITNEY PORTAL RD  
 Ordered By : LUIS HUERTA  
 Written By : SARAH ALTER  
 Salesperson : SCOTT SEVAETASI

INYO COUNTY ROAD DEPT  
 PO BOX Q  
 INDEPENDENCE CA 93526-0616

**This is not an invoice  
 Please do not pay from this document**

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
1	5512055	MESSAGE BOARD SOLAR		307.00	725.00	1,295.00	1,295.00
						Rental Subtotal:	1,295.00
						Agreement Subtotal:	1,295.00
						Rental Protection:	194.25
						Tax:	100.36
						Estimated Total:	1,589.61

COMMENTS/NOTES:

CONTACT: LUIS HUERTA  
 CELL#: 760-382-0931

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

August 1, 2023

Reference ID:  
2023-4015

### Film Commissioner Written Report County Administrator - Advertising County Resources

NO ACTION REQUIRED

#### ITEM SUBMITTED BY

Film Commission

#### ITEM PRESENTED BY

Jesse Steele

#### RECOMMENDED ACTION:

A) receive written report from the Inyo County Film Commissioner; and B) hear brief update on Film Commission activities.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County Film Commissioner Jesse Steele will be presenting the second of two annually required written reports to your Board on recent filming activity in Inyo County. He will also update your Board on activities and efforts related to revitalizing the Film Commission itself - including the continued development of a long overdue website - and to promote Inyo County as a premier filming location.

#### FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

#### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

#### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

#### ATTACHMENTS:

- Inyo County Film Update 08.01.23

**APPROVALS:**

Darcy Ellis  
Darcy Ellis

Created -

# Film Commissioner Report

## 08.01.2023

It has been a busy spring and summer for Inyo's film industry. Over the past few months, this stunning location has become a bustling hub for creativity and storytelling, with numerous car commercials, captivating short films, and even a major motion picture choosing our breathtaking vistas as the backdrop for their projects. As usual, we have had many car commercials. We seem to be the go-to place for scenic roadway shots.

KIA, in particular, has found its perfect match in this stunning landscape, it seems. Inyo has served as the picturesque setting for multiple KIA commercials, infusing each advertisement with the breathtaking beauty of our region. In fact, at one point, there were 3 Kia commercials shooting at the same time in the Alabama Hills – independent of and without knowledge of each other!

Lone Pine and the Alabama Hills remain immensely popular with location scouts and producers, but filmmakers are also starting to recognize the location potential offered countywide. A film crew wanted to shoot on Whitney Portal Road recently, but it was still closed from runoff damage. I recommended Onion Valley Road out of Independence as an alternative. I was contacted after the shoot by the producer, who told me that the Onion Valley shoot was the best footage they had from the entire shoot, which took place all across California. I am working with a crew for a Tesla car commercial right now and they are looking to shoot either on State Route 168 West outside of Bishop or on Pine Creek Road by Rovana.

A renowned production company, "The Farm League," recently selected the captivating Buttermilk area as a backdrop, and they also shot in the Alabama Hills. And of course they also were shooting for KIA. Maybe we should ask KIA if they would be willing to sponsor a fleet of county cars perhaps? They seem to like it here!

The Owens Dry Lake located in Inyo County has garnered significant attention from the film industry in the last few months, perhaps since it has water on it now from all run off. I don't know. A short student film, currently still in production, filmed at the dry lake. We have had multiple documentary productions as well, aiming to delve into the area's geological and environmental significance. As these projects unfold, the Owens Dry Lake continues to assert its status as a sought-after destination for filmmakers and documentarians alike, as they endeavor to capture its enigmatic charm and share it with



audiences worldwide. I have multiple projects on the hook for Keeler, Darwin, and Cerro Gordo. Looking forward to those in the future.

Renowned filmmaker Mel Gibson is back in Inyo County. We all remember his film “Maverick” that shot with James Garner and Jodie Foster back in 1994. This time he has taken up the directorial helm for an upcoming movie called “Flight Risk,” starring Mark Wahlberg. They shot an airplane crash scene at the Bishop Airport in May.

The project stands as a significant boon for Inyo County's film promotion initiatives. The involvement of such esteemed industry figures and the utilization of the county will undoubtedly elevate our cinematic profile. As the movie nears completion, the anticipation for its release grows online, promising to showcase Inyo County's scenic beauty and artistic potential to a broader audience. This collaboration serves as a testament to the region's appeal as a sought-after filming location, fostering potential future opportunities for filmmakers and bolstering Inyo County's presence in the world of cinema and hopefully bringing many more high-profile motion pictures our way.

In sad news, the immediate future of filmmaking in Inyo County remains uncertain as the industry grapples with the ongoing labor disputes involving the Writers Guild of America (WGA) and the Screen Actors Guild (SAG), as I mentioned. The lack of resolution in these strikes will create challenges for film production everywhere in the US, not just Inyo. As studios and filmmakers rely on the talent and creative input of WGA and SAG members, the impasse has resulted in postponed or stalled projects. In fact, Gibson tried to come back to shoot more B-Roll at the Bishop Airport a few weeks ago, but was stopped by the WGA/SAG strike. This state of limbo has impacted not only major film productions but also smaller ventures that had planned to utilize Inyo County locations. As the negotiations continue, we will wait on a resolution with hopeful anticipation for the strikes to be resolved promptly so that they can resume their creative endeavors and propel our region's film promotion efforts forward. We will still see “non-SAG” shoots happen: documentaries and foreign commercials as well as films. This past week, Prairie Kearney from BLM and myself met with a nice Austrian couple that are shooting a commercial in the Alabama Hills and possibly the Poleta area east of Bishop. It is for a food courier service in Japan ... Explain that one ... I can't. Jokes aside, we will still see some small shoots, but until the strike is resolved filming activity will be slower here.

But the silver lining of that is, it gives us time to prepare more and enhance our user experiences online and through marketing. I'll remain steadfast in maximizing this period of uncertainty as an opportunity for growth and preparation. Recognizing the importance of maintaining a robust and appealing digital presence, I will focus on

updating the website with Julie Faber of Alpen Arete and location pictures to showcase the county's diverse and picturesque landscapes. Simultaneously, efforts to streamline and enhance the county's filming permit process will be intensified, ensuring a seamless experience for production teams once the strikes are resolved. I have already met with the Parks Department, Public Works Deputy Director-Airports Ashley Helms and with County Roads to start discussing ideas for an online universal permit between all county offices. Under the guidance of and instruction from CAO Greenburg, Assistant CAO McCamman and Assistant Clerk of the Board/Public Relations Liaison Ellis, I have been pushing forward on seeing this idea become a reality in the near future.

Also, during this time of uncertainty, I will put my time and efforts toward branding and marketing the area, highlighting its unique offerings and potential to attract cast and crew eager to work in Inyo County, once the labor disputes are resolved. By proactively addressing these areas of promotion, my aim is to position Inyo County as an attractive and thriving destination for filmmakers, ready to seize the opportunities that arise when the industry regains its momentum, post-strike. Also, I will see if I can get a letter of reference from KIA.



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COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

August 1, 2023

Reference ID:  
2023-4017

### Emergency Response Multi-Agency Cost-Share Agreement County Administrator ACTION REQUIRED

**ITEM SUBMITTED BY**

Nate Greenberg, County Administrative Officer

**ITEM PRESENTED BY**

Nate Greenberg, County Administrative Officer

**RECOMMENDED ACTION:**

Approve and authorize the Board Chair to sign the Cost Share Agreement for Multi-Agency Response to 2023 Winter Storms.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

On March 7, 2023, Inyo County declared a local state of emergency due to extreme weather conditions which impacted the region, and shortly thereafter activated a County Emergency Operation Center. Two days later, Inyo and Mono Counties established a joint Emergency Operations Center (EOC) which also included the City of Bishop and Town of Mammoth Lakes. To ensure that the agencies had the collective resources to respond to the emergency, a Type 1 Incident Management Team was requested to support local efforts and needs.

While each agency's impacts from the emergency varied, there was collective engagement around the primary areas of activity: (1) protection of life and safety; (2) storm response and planning; (3) protection of critical infrastructure; (4) stakeholder communication; and (5) timely dissemination of information to the public we serve. In carrying out these activities, each agency incurred various expenses and charges related to the purchase of services, supplies, equipment, and other items necessary to effectively respond.

The purpose of this agreement is to implement a cost sharing methodology between the agencies for shared activities and costs which were incurred collectively as a joint EOC in response to this incident.

**FISCAL IMPACT:**

<b>Funding Source</b>	Various	<b>Budget Unit</b>	Various
<b>Budgeted?</b>	Yes	<b>Object Code</b>	
<b>Recurrence</b>	One-Time Expenditure		
<b>Current Fiscal Year Impact</b>			
Exact amounts are still unknown, pending outstanding requests for cost recovery.			

**Future Fiscal Year Impacts**

Exact amounts are still unknown, pending outstanding requests for cost recovery.

**Additional Information****ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to not approve this agreement. This is not advised as the agreement provides the opportunity and mechanism for Inyo County to share non-reimbursed joint costs incurred in response to the multi-agency response to the Winter/Spring 2023 storm events.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Multi Agency Cost Share Agreement

**APPROVALS:**

Nate Greenberg	Created/Initiated - 7/25/2023
Darcy Ellis	Approved - 7/26/2023
John Vallejo	Approved - 7/27/2023
Amy Shepherd	Approved - 7/27/2023
Nate Greenberg	Final Approval - 7/27/2023



## **COST SHARE AGREEMENT FOR MULTI-AGENCY EMERGENCY RESPONSE TO 2023 WINTER STORMS**

This Cost Share Agreement (“Agreement”) is entered into as of February 28, 2023, (“Effective Date”) by and among the County of Mono (“Mono”), the County of Inyo (“Inyo”), the Town of Mammoth Lakes (“Mammoth”), and the City of Bishop (“Bishop”) (collectively, the “Parties”), for the purpose of outlining the basis and methodology for allocating costs incurred by the Parties working collectively as the Incident Management Team (IMT) for the 2023 Winter Storms incident emergency planning and response.

### **RECITALS**

1. On February 28, 2023, Mono County declared a state of emergency due to extreme weather conditions and activated the County Emergency Operations Center.
2. On March 7, 2023, Inyo County declared a state of emergency due to extreme weather conditions and activated the County Emergency Operations Center.
3. The State of California declared a state of emergency due to extreme weather conditions and included Mono County in that declaration on March 1, 2023. On March 7, 2023, the Mammoth Lakes Town Council ratified the Town Manager’s declaration of State of Emergency for the town of Mammoth Lakes.
4. Inyo County was added to the state declaration of emergency on March 8, 2023.
5. On March 10, 2023, President Biden approved an Emergency Declaration for California that included Inyo and Mono Counties.
6. On March 9, 2023, Mono and Inyo County established a joint Emergency Operations Center (EOC) to more effectively manage the extreme weather state of emergency impacting both counties utilizing a Type 1 Incident Management Team to support the emergency response.
7. The Town of Mammoth Lakes provided limited staff support for the EOC/IMT operations.
8. The City of Bishop was engaged as a cooperating agency within the joint EOC.
9. The EOC’s and IMT’s primary areas of activity are: (1) protection of life and safety; (2) storm response and planning; (3) protection of critical infrastructure; (4) stakeholder communication; and (5) timely dissemination of information.
10. In furtherance of these activities, the Parties will incur, or have already incurred, various expenses and charges related to the purchase of services, supplies, equipment, staffing, communications resources, lodging, food water and meals, EOC/IMT leased or rented operational space, and other storm response-related items and services.
11. The purpose of this Agreement is to implement a cost share agreement between the parties for shared activities in responding collectively, as a joint EOC/IMT, to the 2023 Winter Storms incident.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties do hereby agree as follows:

**1. Recitals.** The above recitals are adopted by the parties as if fully set forth herein.

**2. Shared Costs.** The following activities, services and goods are subject to the cost share provisions of this Agreement:

- Operational facilities and support services provided to support the joint EOC for the mutual benefit of all agencies.
- All costs, including expenses, rates and miscellaneous charges, for contractual services provided to support the EOC/IMT assisting with 2023 Winter Storms response, provided that the contract amount and the nature of the service was provided in support of all the parties and not substantially supporting a single agency (substantial means 80% or more of the cost directed to one agency).
- All equipment, materials and supplies purchased at the direction of the EOC/IMT for use in 2023 Winter Storm response and planning. Cost allocation will be based on the location where such materials were used or directed to assist specific needs within a party's jurisdiction. If specific locations are not identified the cost will be shared across jurisdictions using accounting provided by the EOC/IMT.
- All costs to lease, rent or otherwise secure lodging, storage space or any other physical facility for use by the EOC/IMT and/or other out-of-area resources who provided services to the mutual benefit of all agencies will be shared based on Section 3 below.
- Employee costs incurred by the parties for full-time, part-time, contract, or emergency hires and all support costs (travel, meals, lodging, equipment, miscellaneous items) are the responsibility of the employing party.
- Any other cost or expense determined by the EOC/IMT to be necessary to provide effective 2023 Winter Storm response and planning, will be shared across jurisdictions using accounting provided by the EOC/IMT or if directed use is for single agency, then that agency will be responsible for the costs.
- Costs not allocated to a specific party and believed by a party to be a shared cost will be presented to the agency administrators of the parties (Town/City Managers and County CAOs) for a final decision.
- Any disputed cost allocation will be addressed by the agency administrators of the parties.

### **3. Allocation of Shared Costs.**

- Costs for EOC/IMT ordered resources will be shared based on the allocation of time, mileage, or item distribution count where the resources were used based on accounting provided by the EOC/IMT. This may include costs incurred to support the resources such as meals, lodging, travel, and miscellaneous costs.
- To the extent that costs are attributable to a single party based on resource tracking, that party shall be solely responsible for the associated costs.
- To the extent that resources are shared beyond two parties, those parties shall be solely responsible for the associated costs. If the share of costs is not documented by resource tracking, or cannot otherwise be attributed to any party, those costs shall be shared mutually by the parties receiving benefit of the services per the terms outlined below.
- Costs benefiting all four agencies and not subject to direct allocations based on direct use, assignments or other direct measurement will be shared as follows:
  - Inyo County 31%
  - Mono County 31%
  - Town of Mammoth Lakes 31%
  - City of Bishop 7%

- The same cost allocation will be used to pay costs for which one party will be designated to pursue cost reimbursement. Reimbursements will be split based on the costs share allocations.
- Sharing of Costs directly benefiting two or three of the parties will be based upon on the allocation percentages agreed upon by the administrators of the parties.
- Reimbursement of shared costs will be divided between the parties based on the amounts allocated to them. A single party will be designated by the administrators of the parties to file for reimbursement of shared costs.
- Each party will pursue reimbursement for direct costs incurred by that party which are not a part of the allocated costs. If a party elects not to submit a claim for reimbursement, then that party shall pay 100% of the expense.
- The reimbursable amount of any cost may be remitted for cost sharing under the terms of this agreement.
- Any party may partner with any other agency not a party to this agreement to recover mutually beneficial costs or to cooperatively pursue reimbursements from other sources outside of the parties to this agreement.
- **Unreimbursed Costs.** Any expenses accrued that are submitted for reimbursement but not fully reimbursed by FEMA/Cal OES or other agency for any reason (e.g., not qualified, insufficient documentation, match requirement, etc.) shall be determined during the Final Accounting Period and shared among the parties in accordance with the respective cost share amounts noted herein.
- **Costs Incurred by State or Federal Partners.** Any expenses accrued by the parties' State or Federal partners (e.g., CalOES, FEMA, CalFire) for which local reimbursement is required for any reason (e.g., match requirement) shall be listed in the Final Accounting Report during the Final Accounting Period and shared among the Parties in accordance with the allocations provided herein.

**4. Regular Meetings.** Party Administrators will meet regularly to discuss the status of cost sharing, reimbursements, and related matters, to determine the allocation of any disputed cost, or other matters related to this cost share agreement. Meetings may include other appropriate agency staff.

**5. Counterparts.** This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. For purposes of the agreement a photocopy, facsimile, .pdf, and electronically scanned signatures, including but not limited to DocuSign or similar service, shall as deemed to be as valid and as enforceable as an original.

**6. 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 executed in writing by the parties hereto.







# INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

August 1, 2023

Reference ID:  
2023-4014

### Bishop Emergency Medical Service Status Update County Administrator NO ACTION REQUIRED

#### ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

#### ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

#### RECOMMENDED ACTION:

- A) Receive update on current status of 911 Emergency Medical Services in the greater Bishop area; and
- B) Provide staff direction as appropriate.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

On July 24, 2023 Inyo County signed a 30-day agreement for 911 Emergency Medical Services (EMS) with REACH Air Medical Services. This agreement comes on the heels of a 90-day EMS agreement with Coast 2 Coast Public Safety (C2C), which was the winning responder to a Request for Proposals (RFP) released by the County in March. The RFP itself was developed in response to longtime EMS provider Symons Ambulance ceasing its operations for the Bishop area and relinquishing its hold on an Exclusive Operating Area agreement with the Inland Counties Emergency Medical Agency (ICEMA).

The 90-day agreement with C2C expired July 23, 2023 – a week before the company announced it could not continue providing EMS services to the greater Bishop area without a subsidy. A C2C representative told the Inyo County Board of Supervisors at its July 18, 2023 meeting that the company was not able to bring in the revenue it had initially anticipated, due to the newly non-exclusive nature of the Operating Area around Bishop. Prior to C2C’s announcement, the County was prepared to renew the C2C EMS contract through December, 2024 while the search for and analysis of long-term options were in progress. However, C2C’s announcement came with the news that it could only continue to operate with some form of financial assurance – effectively \$60,000/mo. – which would cover their operating costs and payroll.

The Board of Supervisors discussed the situation at length during its July 18, 2023 – receiving feedback from volunteer ambulance providers, hospital emergency department heads, and others in the process – and made clear its bottom line was maintaining ambulance service for its constituents. Given the time constraints, County staff underwent the informal bidding process outlined in the County’s Purchasing Policy, seeking bids from parties interested in stepping in to provide EMS for a 30-day period while a full RFP could be developed and released. Both of these activities took place on July 20, 2023.

The County received two bids: one from C2C and one from REACH. While C2C submitted the preferred proposal, the firm ultimately withdrew its bid upon learning of competition for the contract. The County subsequently entered into a 30-day agreement with the other respondent, REACH, for a cost of \$25,000 through August 22, 2023. In the meantime, responses to the RFP for interim EMS service (from August

22, 2023 - December 31, 2024) are due back to the County by August 7. The County will be considering options during the August 8, 2023 Board of Supervisors meeting.

This item will provide County staff with an opportunity to update the Board of Supervisors and general public, while also receiving comments and input from other interested parties. Though no specific action is associated with this item, it is anticipated that the Board will provide direction to staff in anticipation of future meetings.

<b>FISCAL IMPACT:</b>			
<b>Funding Source</b>	General Fund	<b>Budget Unit</b>	010200
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5265
<b>Recurrence</b>	One-Time Expenditure		
<b>Current Fiscal Year Impact</b>			
\$25,000			
<b>Future Fiscal Year Impacts</b>			
Unknown			
<b>Additional Information</b>			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

No immediate action is required on this item. However, there is a need for the County to continue to discuss concepts and options around the future of 911 Emergency Medical Services (EMS) in the greater Bishop area as well as throughout the County. Lack of attention to this matter could result in a gap in service and/or other related issues.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

**APPROVALS:**

Darcy Ellis	Created/Initiated - 7/25/2023
John Vallejo	Approved - 7/25/2023
Amy Shepherd	Approved - 7/26/2023
Nate Greenberg	Final Approval - 7/27/2023





# Inyo Council for the Arts

150 Willow St. Bishop CA 93514 / Phone: 760-873-8014 / Fax: 760-873-5518 / www.inyo.org

RECEIVED

JUL 13 2023

Inyo County Administrator  
Clerk of the Board

July 12, 2023

Inyo County Board of Supervisors  
P.O. Drawer N  
Independence, CA 93526

Dear Inyo County Board of Supervisors,

Inyo Council for the Arts (ICA) requests closure of the Millpond Recreation Area to the public from Thursday, September 14, 2023 at 2:00 p.m., through Monday, September 18, 2023 at noon, while we present the 31<sup>th</sup> annual Millpond Music Festival.

We are in the process of preparing the line-up for the festival. Inyo and Mono County students through eighth grade will be admitted free, and free tickets are also offered to underserved constituents including Owens Valley seniors and the Owens Valley Native American tribes.

Thank you for your continued support.

Sincerely,

Lynn Cooper  
Executive Director