

# Agenda



## County of Inyo Board of Supervisors

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

All members of the public are encouraged to participate in the discussion of any items on the Agenda. Anyone wishing to speak, please obtain a card from the Board Clerk and indicate each item you would like to discuss. Return the completed card to the Board Clerk before the Board considers the item (s) upon which you wish to speak. You will be allowed to speak about each item before the Board takes action on it.

Any member of the public may also make comments during the scheduled "Public Comment" period on this agenda concerning any subject related to the Board of Supervisors or County Government. No card needs to be submitted in order to speak during the "Public Comment" period.

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

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

### **December 17, 2019 - 9:00 AM**

1. **PLEDGE OF ALLEGIANCE**
2. **PUBLIC COMMENT**
3. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
4. **INTRODUCTIONS** - The following new employees will be introduced to the Board: Orion L. Boucher, HHS Specialist IV, Savannah Cole, Social Worker IV, Emily Faircloth, Prevention Specialist, Katelyn Lent, Prevention Specialist, and Amber Williams, Administrative Analyst II, Health and Human Services; and Luis Camacho Rodriguez, Heavy Equipment Mechanic Trainee, Public Works.

### **DEPARTMENTAL - PERSONNEL ACTIONS**

5. **County Administrator** - Request Board: A) approve the attached job description; and B) find that, consistent with the adopted Authorized Position Review Policy: 1) the availability of funding for one (1) Code Enforcement Officer exists in the General Fund CAO Budget, as certified by the County Administrator and Auditor-Controller; 2) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and 3) approve the hiring of one (1) Code Enforcement Officer at Range 68 (\$4,444 - \$5,400).
6. **Health & Human Services - Fiscal** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested position exists in the various non-General Fund HHS budgets (no County General Funds), as certified by the HHS Director and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, an external recruitment is more appropriate; C) approve the hiring of one (1) Office Technician III at Range 63 (\$3,944 - \$4,799); and D) if an internal candidate is hired as a result of the open recruitment, authorize HHS to backfill resulting vacancy.

**CONSENT AGENDA** (Approval recommended by the County Administrator)

7. **County Administrator - Personnel** - Request Board approve Resolution No. 2019-59, titled, "Resolution of the Board of Supervisors, County of Inyo, State of California, Paying and Reporting the Value of Employer Paid Member Contribution," and authorize the Chairperson to sign.
8. **County Administrator - Recycling & Waste Management** - Request Board approve Resolution No. 2019-60, waiving solid waste disposal and gate fees up to \$100 for trash and litter removed during the Owens River Clean-Up event, Saturday, February 8, 2020, and authorize the Chairperson to sign.
9. **Coroner** - Request your Board approve Amendment #1 to the contract between the County of Inyo and William D. Stinnett, for Personal Services as a County Officer, amending the contract by: A) Changing the end date of the contract to June 30, 2020; and B) Increasing the contract amount by \$10,000 for a not to exceed amount of \$68,000.
10. **Planning Department** - Request Board certify that funds expended by Inyo County through the Yucca Mountain Repository Assessment Office for Federal Fiscal Year 2019 (October 1, 2018 - September 30, 2019) were expended in accordance with the provisions of applicable laws, and authorize the Chairperson to sign the certification.
11. **Sheriff** - Request Board approve Amendment No. 01 to the Taser Assurance Plan Agreement between the County of Inyo and Axon Enterprises, Inc. of Scottsdale, AZ, adding the redaction assistant license, five (5) additional body cameras and increasing the contract to an amount not to exceed \$127,262, contingent upon the Board's approval of future budgets and authorize the Sheriff or designee to sign, contingent upon all appropriate signatures being obtained.
12. **Treasurer/Tax Collector** - Request Board: A) declare HdL SOFTWARE, LLC of Brea, CA a sole-source provider of business licensing software services; B) approve the contract between the County of Inyo and HdL SOFTWARE, LLC of Brea, CA for the provision of business licensing software services in an amount not to exceed \$57,000.00 for the period of January 1, 2020 through December 31, 2020, contingent upon the Board's approval of future budgets; and C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

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

13. **Water Department** - Request Board consider the Letters of Interest received for appointment to the Water Commission and appoint two Water Commissioners with terms ending December 31, 2023.
14. **Clerk of the Board** - Request Board consider three (3) Letters of Interest received for one (1) vacancy on the Inyo County Fish and Wildlife Commission, and appoint one of those individuals to an unexpired four-year term ending October 6, 2021.

15. **County Counsel/County Administrator** - Request Board approve proposed Resolution No. 2019-61, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Approving and Directing Execution of a Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, Approving the Obtaining of a Loan by the Authority for the Purpose of Financing or Refinancing the Acquisition, Construction and Improvement of Certain Facilities for the Benefit of Wolverine/Inyo LLC, and Approving the First Amendment to Build to Suit Lease Agreement," and authorize the Chairperson to sign. *(This resolution will facilitate financing for the County's future consolidated office building, which is being built by a private developer {Wolverine/Inyo LLC}. The County is not itself loaning money or assuming any obligations with respect to the financing; rather its "approval" is merely authorizing the Authority to proceed with the loan. The Authority requires the County to be a member of the JPA at the time the loan is made. There is no cost or obligation to the County in joining the JPA; on the contrary, the County may receive a portion of the Authority's fees {estimated at \$8,000-10,000}. And the County can withdraw from the JPA at any time after the loan is made. The Resolution also authorizes certain amendments of the existing lease agreement, which are necessary and consistent with the proposed financing.)*
16. **Planning Department** - Request Board: A) conduct a workshop on proposed changes to the County's Short-term Rental of Residential Properties Ordinance; and B) provide comments and direction to staff.
17. **Planning Department** - Request Board: A) conduct workshop on the draft scoping comment letter for the Bureau of Land Management's Alabama Hills Management Plan; and B) provide comments and potentially direction to staff to send the comment letter.
18. **County Administrator - Parks & Recreation** - Request Board: A) conduct a State of the Parks workshop and provide follow-up direction to staff; and B) consider adopting the Inyo County Statement of Philosophy for Park Maintenance and Improvement to be used as a guideline for prioritizing parks and campgrounds projects.
19. **Health & Human Services** - Request Board ratify and approve the contract between the County of Inyo and Brian McKinney, M.D. Inc. for jail psychiatry services in an amount not to exceed \$5,000.00, for the period of July 1, 2019 to September 30, 2019, and authorize the County Administrative Officer to sign the contract and HIPPA Business Associate Agreement.
20. **Health & Human Services** - Request Board ratify and approve the payment of \$1,633.00 to Maria Serna for per diem reimbursement for the period of FY 16/17 through FY 18/19.
21. **Health & Human Services - Fiscal** - Request Board ratify and approve purchases from Pueblo Hotel Supply for kitchen equipment in the amount of \$14,190.37.
22. **County Administrator - Emergency Services** - Request Board amend the Fiscal Year 2019-2020 Budget as follows: A) create a new budget titled CDFW-Oil Spill Prevention Response Grant (budget number to be determined by the Auditor-Controller); and B) increase revenue in State Grants (Revenue Code #4498) by \$35,000 and increase appropriation in Equipment (Object Code #5650) by \$35,000 *(4/5ths vote required)*.

23. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meeting of December 10, 2019.

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

24. ***PUBLIC COMMENT***

**BOARD MEMBERS AND STAFF REPORTS**

**CORRESPONDENCE - INFORMATIONAL**

25. **Treasurer-Tax Collector** - Treasury Status Report for the Quarter Ending March 31, 2019.
26. **Department of Alcoholic Beverage Control** - Application for Person to Person Transfer of Off-Sale Beer and Wine alcohol license from Boulder Creek Resort, LLC to JHK Holdings LLC for Boulder Creek RV Resort, 2550 State Highway 395, Lone Pine, CA.



# County of Inyo



## County Administrator

### DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

**MEETING:** December 17, 2019

**FROM:** Clint Quilter

**SUBJECT:** Hiring of Code Enforcement Officer

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**RECOMMENDED ACTION:**

Request Board: A) approve the attached job description; and B) find that, consistent with the adopted Authorized Position Review Policy: 1) the availability of funding for one (1) Code Enforcement Officer exists in the General Fund CAO Budget, as certified by the County Administrator and Auditor-Controller; 2) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and 3) approve the hiring of one (1) Code Enforcement Officer at Range 68 (\$4,444 - \$5,400).

**SUMMARY/JUSTIFICATION:**

During the Fiscal Year 2019-20 Budget hearings, the Board approved, funded and authorized the filling of a Code Enforcement Officer position. This position will reside within the CAO's office.

Staff is requesting that the Board approve the job description for the position. While the Board has already authorized filling the position, we are asking you to affirm this now that a job description is available.

Future workshops will be held with the Board to come to a clear understanding of the enforcement posture that you want to present.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

1. Not approve the position. This would be contrary to previous Board direction
2. Provide staff direction to modify the job description.

**OTHER AGENCY INVOLVEMENT:**

County Counsel  
Auditor-Controller

**FINANCING:**

This position is included in the FY 2019-20 Board Adopted Budget

**ATTACHMENTS:**

1. CODE ENFORCEMENT OFFICER Job Description.

**APPROVALS:**

Clint Quilter	Created/Initiated - 12/6/2019
Darcy Ellis	Approved - 12/9/2019
Clint Quilter	Approved - 12/11/2019
Sue Dishion	Approved - 12/11/2019
Amy Shepherd	Approved - 12/11/2019
Marshall Rudolph	Approved - 12/12/2019
Clint Quilter	Final Approval - 12/12/2019

## **CODE ENFORCEMENT OFFICER**

### **DEFINITION**

Under the general supervision of the County Administrator or designee, seeks compliance with sections of the Municipal Code, ordinances and resolutions in such areas a planning, zoning, community nuisance, property maintenance, housing, signs, and related areas, and performs related work as required.

### **SUPERVISION EXERCISED**

No supervision exercised.

### **EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES**

Responds to public inquiries regarding permits and/or licenses, explains County of Inyo Code requirements and procedures.

Ascertain and gathers facts related to applicable ordinances, codes, laws, rules, and regulations and determines and institutes proper action to be taken.

Responds to and investigates complaints regarding violations of County ordinances; issues notices of violations; stipulates necessary changes for ordinance compliance; takes appropriate action to insure compliance.

Prepares reports and recommendations on code enforcement matters, and gains voluntary compliance.

Coordinates actions with other departments, jurisdictions or regulatory agencies.

Prepares case information and presents evidence at appeal hearings and other legal proceedings.

Explains, interprets, and makes presentations to community groups and businesses.

Maintains records of applications, inspections, investigations, violations, hearings and related data.

Performs field surveys and inspections related to above functions.

## **EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES**

Assists the County of Inyo staff in a variety of duties including researching and rewriting ordinances and performing a variety of office functions.

Perform related duties and responsibilities as assigned.

## **OTHER JOB RELATED DUTIES**

Completes special projects as assigned.

Performs related duties and responsibilities as required.

## **JOB RELATED AND ESSENTIAL QUALIFICATIONS**

### **Knowledge of:**

Municipal Code enforcement methods and procedures.

Principles of investigation, interviewing, and report writing.

Safe and efficient work practices related to inspections and enforcement duties.

Techniques of negotiations and conflict resolution.

### **Skill to:**

Establish and maintain effective working relationships with individuals and citizens groups, businesses, and other internal and external agencies.

Gather and analyze data for the purpose of preparing accurate and concise written and statistical reports.

Interpret and implement assigned regulations, policies, and procedures as they are related to the program.

Interpret county codes and determining corrective action.

Operate an office computer and a variety of word processing and software applications.

### **Ability to:**

Apply analytical skills and understand impact and consequences of decisions and actions.



**Ability to:**

Read and interpret laws, codes, ordinances and policies.

Process information and data in a relevant manner to reach reasonable conclusions and make practical decisions.

Travel to remote sites within the county to conduct inspections. Work indoors or outdoors in a variety of climatic conditions.

Ability to express oneself clearly and concisely both orally and in writing.

Bilingual Spanish speaking skills highly desirable.

Meet deadlines, work independently, and operate office equipment.

To work alternative work schedules.

**Experience and Training Guidelines**

*Any combination equivalent to experience and training that would provide the required knowledge, skills, and abilities for a Code Enforcement Officer would be qualifying. A typical way to obtain the knowledge, skills, and abilities would be:*

**Experience:**

Two (2) years of experience dealing with the public in any of the following types of work: code enforcement, planning, building inspection, investigation, or other closely related field. Additional related experience may be substituted for the education requirement below to a maximum of one (1) year. Local government experience desired.

**Training:**

Two (2) years of undergraduate course work from an accredited college or university (equivalent to 60 semester units or 90 quarter units).

**License or Certificate:**

Possession of a valid California driver's license authorizing operation of an automobile or light truck.

**License or Certificate:**

P.O.S.T. approved Penal Code 832 certification may be required prior to completion of the probationary period. Certification as a Code Enforcement Officer from an organization approved by the California Association of Code Enforcement Officers is desirable.

**Special Requirements**

*Essential duties require the following physical skills and work environment:*

Ability to work in a standard office environment with the ability to sit, stand, walk, kneel, crouch, twist, climb, crawl, stoop, squat and lift 20 lbs.; exposure to noise, outdoors, dust, vibration, confining work space, chemicals, mechanical hazards, and electric hazards; ability to travel to different sites and locations. Work environment is expect to be office conditions 50% of time and outdoors in varying conditions 50% of time.



# County of Inyo



## Health & Human Services - Fiscal DEPARTMENTAL - ACTION REQUIRED

**MEETING:** December 17, 2019

**FROM:** Melissa Best-Baker

**SUBJECT:** Request for authorization to hire a full time Office Technician III in the HHS Fiscal division.

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### **RECOMMENDED ACTION:**

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested position exists in the various non-General Fund HHS budgets (no County General Funds), as certified by the HHS Director and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, an external recruitment is more appropriate; C) approve the hiring of one (1) Office Technician III at Range 63 (\$3,944 - \$4,799); and D) if an internal candidate is hired as a result of the open recruitment, authorize HHS to backfill resulting vacancy.

### **SUMMARY/JUSTIFICATION:**

We are requesting to fill a budgeted full time Office Technician III position in the HHS Fiscal Division, which will become vacant when an employee retires at the end of the year. This position is responsible for receiving and processing payables for all HHS divisions; depositing and tracking payments as well as State and Federal revenue; assisting the Administrative Analysts in maintaining more complex tracking for revenues/expenditures; compiling monthly program Account Director Reports; processing HHS payroll; State quarterly invoicing; reconciling internal charges to appropriate HHS budgets; and Behavioral Health and Public Health billing. This position also cross-trains within HHS Fiscal to insure that there is coverage across multiple budgets in case of absences or vacancies. The Department respectfully requests authorization to recruit and hire an Office Technician III and authorize the Department to fill any subsequent vacancy if the position is filled by an internal candidate from the department.

### **BACKGROUND/HISTORY OF BOARD ACTIONS:**

### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve the filling of this position which could negatively impact the timeliness of claims being submitted and could cause delays in payments to vendors due to the shortage of staff in the fiscal division.

### **OTHER AGENCY INVOLVEMENT:**

County Auditor's Office, multiple State Departments

**FINANCING:**

State, Federal, Health, Social Services and Behavioral Health Realignment funds. This position is budgeted 5% in Health (045100), 80% in Mental Health (045200), 5% in SUD (045315), and 10% in Social Services (055800) in the Salaries and Benefits object codes.

**ATTACHMENTS:**

**APPROVALS:**

Melissa Best-Baker	Created/Initiated - 11/15/2019
Marilyn Mann	Approved - 11/18/2019
Meaghan McCamman	Approved - 12/5/2019
Melissa Best-Baker	Approved - 12/6/2019
Darcy Ellis	Approved - 12/10/2019
Sue Dishion	Approved - 12/10/2019
Amy Shepherd	Approved - 12/11/2019
Marshall Rudolph	Approved - 12/12/2019
Rhiannon Baker	Final Approval - 12/12/2019



# County of Inyo



## County Administrator - Personnel

### CONSENT - ACTION REQUIRED

**MEETING:** December 17, 2019

**FROM:**

**SUBJECT:**

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**RECOMMENDED ACTION:**

Request Board approve Resolution No. 2019-59, titled, "Resolution of the Board of Supervisors, County of Inyo, State of California, Paying and Reporting the Value of Employer Paid Member Contribution," and authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

This Resolution will complete the the changes that were agreed to in the Deputy Sheriff's Association Memorandum of Understand that was approved by your Board in October 2019. This Resolution will provide for the Classic employees to begin paying 4.5% of the employees side of retirement. This change will become effective December 26, 2019.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Not approve the resolution and instruct negotiators to begin negotiations on this section of the MOU.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

**ATTACHMENTS:**

1. EPMC Resolution 2019

**APPROVALS:**

Darcy Ellis  
Sue Dishion  
Amy Shepherd

Created/Initiated - 12/10/2019  
New -  
Approved - 12/10/2019

Marshall Rudolph  
Amy Shepherd

Approved - 12/11/2019  
Final Approval - 12/11/2019

**RESOLUTION 2019 - \_\_\_\_\_**

**RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, PAYING AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS**

WHEREAS, the governing body of the County of Inyo has the authority to implement Government Code Section 20636(c) (4) pursuant to Section 20691;

WHEREAS, the governing body of the County of Inyo has written labor policies and agreements which specifically provide for the normal member contributions to be paid by the employer, and reported as additional compensation;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the County of Inyo of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC);

WHEREAS, the governing body of the County of Inyo has identified the following conditions for the purpose of its election to pay EPMC;

- This benefit shall apply to employees represented by the Deputy Sheriff's Association (DSA) and the Law Enforcement Administrator Association (LEAA).
- This benefit shall consist of paying 4.5% of the member's normal contributions as EPMC, and reporting the same percent of compensation earnable as additional compensation.
- The effective date of this Resolution shall be December 26, 2019.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the County of Inyo elects to pay and report the value of EPMC, as set forth above.

PASSED AND ADOPTED on this 17th day of December 2019, by the Inyo County Board of Supervisors, County of Inyo, by the following roll call vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
Rick Pucci  
Chairperson of the Board of Supervisors  
County of Inyo, State of California

ATTEST:       Clint Quilter  
                  Clerk of the Board

By \_\_\_\_\_  
Darcy Ellis  
Assistant Clerk of the Board



# County of Inyo



## County Administrator - Recycling & Waste Management

### CONSENT - ACTION REQUIRED

**MEETING:** December 17, 2019

**FROM:** Cap Aubrey

**SUBJECT:** Consideration of waiver of fees for Owens River Clean-Up Event.

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**RECOMMENDED ACTION:**

Request Board approve Resolution No. 2019-60, waiving solid waste disposal and gate fees up to \$100 for trash and litter removed during the Owens River Clean-Up event, Saturday, February 8, 2020, and authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

As a community service, The California Waterfowl Association and other organizations are holding a Clean-Up of the Owens River event on Saturday, February 8, 2020.

The organization has requested a waiver of solid waste disposal and gate fees for waste collected at the event. The California Waterfowl Association will be separating items that can be recycled to help Inyo County meet our recycling goals, and bringing only trash collected from the Owens River Clean-Up to the Bishop-Sunland Landfill. Waste attributable to the clean-up will be tracked by the Landfill Gate Attendant.

The attached resolution waives the fees as requested.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to not waive these fees. The cost will then be borne by the event's organizers.

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

There is a minimal amount of revenue to the Waste Management Enterprise Fund that may be lost as a result of the waiver of these fees.



**ATTACHMENTS:**

1. Owens River Clean Up FEE WAIVER RESOLUTION 2019

**APPROVALS:**

Teresa Elliott	Created/Initiated - 11/25/2019
Darcy Ellis	Approved - 11/26/2019
Teresa Elliott	Approved - 11/26/2019
Leslie Chapman	Approved - 12/3/2019
Amy Shepherd	Approved - 12/3/2019
Marshall Rudolph	Approved - 12/3/2019
Leslie Chapman	Final Approval - 12/4/2019

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISOR, COUNTY OF INYO, STATE OF CALIFORNIA, WAIVING SOLID WASTE DISPOSAL AND GATE FEES FOR TRASH AND LITTER REMOVAL DURING THE OWENS RIVER CLEAN UP**

**WHEREAS**, on February 8, 2020 the California Waterfowl Association will be conducting a community clean-up of the Owens River; and

**WHEREAS**, the sponsors have requested a waiver of solid waste disposal and gate fees for the trash collected at the event, and

**WHEREAS**, Inyo County recognizes the benefit of public access to lands owned and managed by the City of Los Angeles Department of Water and Power, and desires to assist the City and public in keeping these lands clean and beautiful; and

**WHEREAS**, all recyclable materials collected at the event will be separated and disposed of properly at the County Landfill or other recycling center; and

**WHEREAS**, Inyo County will track the volume and associated landfill fees attributable to the event; and

**WHEREAS**, all trash and litter coming from the Owens River Clean-Up will be transported by Preferred Waste and deposited in the Bishop-Sunland Landfill; and

**WHEREAS**, trash or litter coming from any other source will not be represented as having been collected at the Owens River Clean-Up.

**NOW, THEREFORE, BE IT RESOLVED** that the Inyo County Board of Supervisors, pursuant to Section 7.10.080 of the Inyo County Code, hereby waives gate and waste disposal fees for the disposal of litter and trash resulting from the California Waterfowl Association's Owens River Clean-Up for a total up to \$100.

**BE IT FURTHER RESOLVED** that this fee waiver shall cover disposal fees for the disposal of material from February 8, 2020 to February 10, 2020.

**PASSED AND ADOPTED** on this 17th day of December, 2019, by the Inyo County Board of Supervisors, County of Inyo, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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Rick Pucci, Chairperson  
Inyo County Board of Supervisors

ATTEST:

CLINT QUILTER  
Clerk of the Board

By: \_\_\_\_\_  
Darcy Ellis, Assistant



# County of Inyo



## Coroner

### CONSENT - ACTION REQUIRED

**MEETING:** December 17, 2019

**FROM:** Denelle Carrington

**SUBJECT:** Approval of Amendment #1 to the contract between the County of Inyo and William D. Stinnett for Personal Services as a County Officer.

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**RECOMMENDED ACTION:**

Request your Board approve Amendment #1 to the contract between the County of Inyo and William D. Stinnett, for Personal Services as a County Officer, amending the contract by: A) Changing the end date of the contract to June 30, 2020; and B) Increasing the contract amount by \$10,000 for a not to exceed amount of \$68,000.

**SUMMARY/JUSTIFICATION:**

This amendment is being brought before your Board to extend the date through June 30, 2020 and to increase the contract amount by \$10,000 for a not to exceed amount of \$68,000 to cover the expenditures through the end of the fiscal year.

Mr. Stinnett is the current Deputy Coroner of the Northern portion of Inyo County. As noted in the past, via Contract, the contractors for Coroner services are available 24/7, 365 days a year (other than vacation time). They do not participate in PERS.

This amendment through June 30th will allow the Coroner, Jason Molinar, to recruit for another Deputy Coroner, as Mr. Stinnett is planning on retiring sometime next year.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

Your Board approved an original contract with Mr. Stinnett on December 20, 2016 for a period of two years.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve this amendment, which is not recommended as this position is critical for maintaining the current levels at the Coroners Office.

**OTHER AGENCY INVOLVEMENT:**

None

**FINANCING:**

Funding for this contract amendment is included in the Coroner Budget (023500) in the salaries and benefits object codes.

**ATTACHMENTS:**

1. Stinnett Amendment #1
2. Original Contract - Stinnett

**APPROVALS:**

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

Created/Initiated - 12/3/2019  
Approved - 12/3/2019  
Approved - 12/5/2019  
Approved - 12/6/2019  
Approved - 12/6/2019  
Approved - 12/6/2019  
Final Approval - 12/7/2019

**AMENDMENT NUMBER 1 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
William D. Stinnett  
FOR THE PROVISION OF PERSONAL SERVICES  
AS A COUNTY OFFICER**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and William D. Stinnett (hereinafter referred to as "Officer"), have entered into an Agreement for the Provision of Personal Services as a County Officer, dated December 20, 2016, on County of Inyo Standard Contract No. 201 for the term from January 1, 2017 to December 31, 2019.

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

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

County and Officer hereby amend such Agreement as follows:

**2. TERM.**

The term of this Agreement shall be from January 1, 2017 to June 30, 2020 unless sooner terminated as provided below.

**3. CONSIDERATION.**

D. Limit upon amount payable under Agreement. The total sum of the all payments made by the County to Officer for services and work performed under this Agreement, including overtime, travel, and per diem expenses, if any, and all payments made by the County to any Federal, State, County, or municipal agency by reason of Officer's employment under this contract, including employer's social security contributions and state disability insurance, if any, shall not exceed \$68,000 dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Officer for services or work performed, including overtime, travel or per diem, which is in excess of the contract limit.

The effective date of this Amendment to the Agreement is December 1, 2019.

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

**AMENDMENT NUMBER 1 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
William D. Stinnett  
FOR THE PROVISION OF PERSONAL SERVICES  
AS A COUNTY OFFICER**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS

\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

COUNTY OF INYO

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

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

OFFICER

By: William Stinnett  
Signature

William Stinnett  
Type or Print

Dated: 12/02/2019

APPROVED AS TO FORM AND LEGALITY

[Signature]  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

See Dishon/wdc  
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]  
County Risk Manager

# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 20<sup>th</sup> day of December 2016 an order was duly made and entered as follows:

**CORONER –  
STINNETT,  
MULLENHOUR  
PERSONAL  
SERVICES  
CONTRACTS**

Moved by Supervisor Kingsley and seconded by Supervisor Pucci to: A) approve a contract with William D. Stinnett for personal services in an amount not to exceed \$58,000 for the period of January 1, 2017 through December 31, 2019, contingent upon the adoption of future budgets, and authorize the Chairperson to sign; and B) approve a contract with Jeffrey E. Mullenhour for personal services in an amount not to exceed \$58,000 for the period of January 1, 2017 through December 31, 2019, and authorize the Chairperson to sign, contingent upon the adoption of future budgets. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 20<sup>th</sup>

Day of December, 2016



KEVIN D. CARUNCHIO  
Clerk of the Board of Supervisors

A handwritten signature in black ink, appearing to read "Kevin D. Carunchio".

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

<i>Routing</i>
CC Purchasing Personnel X Auditor CAO Other: Coroner DATE: January 6, 2017



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only: <b>AGENDA NUMBER</b>  12
---

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

**FROM:** Jason Molinar, Inyo County Coroner

**FOR THE BOARD MEETING OF:** December 20, 2016

**SUBJECT:** Approval of Contracts between the County of Inyo and William D. Stinnett and Jeffrey E. Mullenhour for Personal Services

**DEPARTMENTAL RECOMMENDATION:**

Request your Board consider new contracts between the County of Inyo and the following, contingent upon the adoption of future budgets, and authorize the Chairperson to sign.

- a) Approve the contract with William D. Stinnett, for Personal Services for the term of January 1, 2017 through December 31, 2019, for a total contract amount not to exceed \$58,000; and
- b) Approve contract with Jeffrey E. Mullenhour, for Personal Services for the term of January 1, 2017 through December 31, 2019, for a total contract amount not to exceed \$58,000

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

These two contracts will facilitate the continued operation of the Coroner's Office. On June 21, 2016, amendments for each of these contracts came before your Board. The contracts were extended through December 31, 2016 with the understanding that new contracts would be coming before you after the Board approved the Fiscal Year 2016-2017 Budget.

Each of these contracts represents a \$150 per month increase for the Deputy Positions, and those increases were represented in the CAO Recommended Budget, which was ultimately approved by your Board. These positions last received an increase back in January, 2013. As noted in the past, via Contract, the contractors are available 24/7, 365 days a year (other than vacation time). They do not participate in PERS or the county health insurance program.

**ALTERNATIVES:**

Your Board could deny these contracts, which is not recommended as these positions are critical for maintaining the current levels at the Coroners Office.





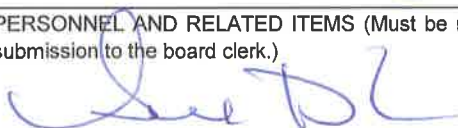
**OTHER AGENCY INVOLVEMENT:**

None

**FINANCING:**

Funding is budgeted in the Coroners Budget (023500) in the current fiscal year and will be budgeted in future budget years.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>12/12/16</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>12/9/2016</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>12/12/16</u>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

(The Original plus 20 copies of this document are required)



Date: 12/08/16

**AGREEMENT BETWEEN COUNTY OF INYO**  
AND William D. Stinnett  
**FOR THE PROVISION OF PERSONAL SERVICES**  
**AS A COUNTY OFFICER**

**INTRODUCTION**

WHEREAS, William D. Stinnett (hereinafter referred to as "Officer") has been duly appointed as Chief Deputy Coroner for Inyo County; and

WHEREAS, The County of Inyo (hereinafter referred to as "County") and Officer desire to set forth the manner and means by which Officer will be compensated for performance of duties;

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Officer hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Officer 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 Officer to perform under this Agreement will be made by Jason Molinar, whose title is: Coroner. Requests to the Officer 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 Officer by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Officer 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 Officer 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, resolutions, and directions.

**2. TERM.**

The term of this Agreement shall be from January 1, 2017 to December 31, 2019, unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay Officer 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 Officer.

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

C. No Additional Consideration. Except as expressly provided in this Agreement, Officer 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, Officer 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, including overtime, travel, and per diem expenses, if any, and all payments made by the County to any Federal, State, County, or municipal agency by reason of Contractor's employment under this Contract, including employer's social security contributions and state disability insurance payments, if any, shall not exceed \$58,000.00 dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including overtime, travel or per diem, which is in excess of the contract limit.

E. Manner of Payment. Officer will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

F. Federal and State Taxes. From all payments made to Officer by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident), including social security.

**4. WORK SCHEDULE.**

Officer's obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Officer that the performance of these services and work will require a varied schedule. Officer, in arranging his schedule, will coordinate and make arrangements to fulfill the requirements of all services and work which is necessary.

**5. PRE-EMPLOYMENT PHYSICAL.**

Contractor is required as a condition of this Agreement to take and pass a County pre-employment physical. Failure to take or pass County's pre-employment physical, constitutes default under this Agreement, and may at the County's sole discretion, be grounds to terminate this entire Agreement.

County will provide Contractor, at County's sole expense, a pre-employment physical. Such pre-employment physical may include, but shall not be limited to, a medical history, a complete physical exam, a tuberculosis test, complete blood workup, mammogram, glaucoma test, X-rays, urine drug screen, and any other testing related to the physical requirements of the position as outlined in the County's Pre-Employment Physical Requirements Manual. The County Personnel Department, in its sole discretion, will resolve any question as to exactly what examination, testing, and procedures are required of Contractor under the County's Pre-Employment Physical Requirements Manual. The County's Personnel Department will issue all medical clearances. The County's Personnel Department will issue such clearances based upon the results of Contractor's pre-employment physical.

Except as provided below, Contractor's pre-employment physical must be taken and passed not more than 120 days prior to the date on which the term of this Agreement commences. The County's Personnel Department may, in its sole discretion, accept a pre-employment physical taken by Contractor more than 120 days prior to the date upon which the term of this Agreement commences, if Contractor has been continuously employed by the County since the date of that pre-employment physical. County is not bound by the results of any pre-employment physical taken by Contractor more than 120 days before the commencement date of this Agreement where the physical requirements of the position Contractor is assuming under this Contract, are different from those of the position Contractor was to assume when he took his pre-employment physical.

Contractor will not commence any work, or provide any services, under this Agreement until Contractor receives a written medical clearance from County to commence work. No work or services provided under this Agreement by Contractor prior to the Contractor's receipt of the written medical clearance from County, will be paid for by County. Further, until Contractor receives medical clearance from County, Contractor shall not be entitled to any other consideration or benefit under the terms of this agreement from County.

## **6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Officer to provide the services and work described in Attachment A must be procured by Officer and be valid at the time Officer enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Officer 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 Officer at no expense to the County. Officer will provide County, at County's request, 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 Officer 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.

## **7. SUPPLIES, EQUIPMENT, ETC.**

County shall provide Officer with such supplies, reference materials, and telephone service as is deemed necessary by the County for Officer to provide the services identified in Attachment A to this Agreement. Officer is not authorized to incur any expense, and County is not obligated to reimburse or pay Officer, for any expense or cost incurred by Officer in procuring such items. Responsibility for other costs and expenses incurred by Officer in providing the services and work identified in Attachment A, will be the sole responsibility and obligation of Officer.

## **8. COUNTY PROPERTY.**

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Officer by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Officer will use reasonable care to protect, safeguard and maintain such items while they are in Officer's possession. Officer will be financially responsible for any loss or damage to such items, partial or total, which is the result of Officer's negligence.

B. Products of Officer'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, Officer'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, Officer will convey possession and title to all such properties to County.

## **9. WORKERS' COMPENSATION.**

County shall provide workers' compensation insurance coverage to Officer for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made by Officer for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

**10. STATUS OF OFFICER.**

All acts of Officer relating to the performance of this Agreement shall be performed by Officer as the Chief Deputy Coroner of the County. Officer has no authority to bind, incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth in Attachment A. This Agreement creates no statutorily or judicially recognized property rights in Officer to employment with the County.

**11. DEFENSE AND INDEMNIFICATION.**

In the event the Officer is sued for acts performed within the course and scope of providing services and work described in Attachment A of this Agreement, County shall defend, indemnify, and hold the Officer harmless from any and all liability arising from such acts as required by law.

**12. TERMINATION.**

This Agreement creates no statutorily or judicially recognized property rights in Officer to employment with the County. This Agreement may be terminated by County without cause, and at will, for any reason by giving to Officer thirty (30) days written notice of such intent to terminate. Officer may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

**13. ASSIGNMENT.**

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

**14. DEFAULT.**

If the Officer abandons the work, or fails to proceed with the work and services requested by the County in a timely manner, or fails in any way as required to conduct the work and services as required by the County, the County may declare the Officer in default and terminate this Agreement upon five (5) days written notice to Officer. Upon such termination by default, County will pay to Officer all amounts owing to Officer for services and work satisfactorily performed to the date of termination. For purposes of this Agreement, abandonment of work is defined to include failure to report to work or to perform the work or services requested by County for a period of three (3) consecutive days

**15. NONDISCRIMINATION.**

Officer agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County, and providing that no person in the United States shall, on the grounds of race, color, religion, ancestry, sex, age, physical handicap, or national origin, be subjected to discrimination.

**16. 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.

**17. CONFLICTS.**

Officer agrees that he 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. Officer agrees to complete and file a conflict of interest statement.

**18. POST AGREEMENT COVENANT.**

Officer 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, Officer 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, Officer by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**19. FUNDING LIMITATION.**

The ability of the County to enter into 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 terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Officer of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 20 (Amendment).

**20. 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.

**21. NOTICE.**

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

**County of Inyo**  
Coroner \_\_\_\_\_ Department  
325 West Elm Street \_\_\_\_\_ Street  
Bishop, CA 93514 \_\_\_\_\_ City and State

**Officer:**  
William D. Stinnett \_\_\_\_\_ Name  
2357 Navajo Circle \_\_\_\_\_ Street  
Bishop, CA 93514 \_\_\_\_\_ City and State

**22. ENTIRE AGREEMENT.**

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

///

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**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** William D. Stinnett  
**FOR THE PROVISION OF PERSONAL SERVICES**  
**AS A COUNTY OFFICER**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
20th DAY OF December 2016.

**COUNTY OF INYO**

By: [Signature]

Dated: 12-20-2016

**OFFICER**

By: William Stinnett

Dated: 12/8/2016

APPROVED AS TO FORM AND LEGALITY:

[Signature]  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]  
Director of Personnel Services



**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND William D. Stinnett  
FOR THE PROVISION OF PERSONAL SERVICES  
AS A COUNTY OFFICER**

**TERM:**

**FROM:** 01/01/2017 **TO:** 12/31/2019

**SCOPE OF WORK:**

- Death investigations as required by statutes
- Available to respond to coroner's obligations 24 hours per day
- On scene investigations and photography
- Assist with autopsies, I.D., photos, fingerprints, obtain specimens for toxicological examination and process specimens
- Travel and attend out of county autopsies when forensic autopsies are required
- Complete the medical portion of death certificates and sign
- Provide written coroner reports as required
- Be prepared to assist the Coroner in all investigations enumerated by law
- Attend continuing education classes as necessary for completion of duties
- Be responsible for all functions of the coroner's office in the absence of the Coroner
- Officer shall work less than 1,000 hours per fiscal year and less than an average of 20 hours per week

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND William D. Stinnett  
FOR THE PROVISION OF PERSONAL SERVICES  
AS A COUNTY OFFICER**

**TERM:**

**FROM:** 01/01/2017 **TO:** 12/31/2019

**SCHEDULE OF FEES:**

\$1,350.00 / month

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND William D. Stinnett  
FOR THE PROVISION OF PERSONAL SERVICES  
AS A COUNTY OFFICER**

**TERM:**

**FROM:** 01/01/2017 **TO:** 12/31/2019

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:**

Per Diem and reimbursements to be paid as per the County's travel policy



# County of Inyo



## Planning Department

### CONSENT - ACTION REQUIRED

**MEETING:** December 17, 2019

**FROM:**

**SUBJECT:**

---

**RECOMMENDED ACTION:**

Request Board certify that funds expended by Inyo County through the Yucca Mountain Repository Assessment Office for Federal Fiscal Year 2019 (October 1, 2018 - September 30, 2019) were expended in accordance with the provisions of applicable laws, and authorize the Chairperson to sign the certification.

**SUMMARY/JUSTIFICATION:**

Section 116(c) of the Nuclear Waste Policy Act of 1982 (Act), as amended, defines the activities that may be undertaken by affected units of local government, which include monitoring, oversight, and impact assessment. The Nuclear Waste Policy Act of 1982 and the Energy and Water Development and Related Agencies Appropriations Act, 2010 (Public Law 111-85) prohibit the use of these funds to pursue legislation against the U.S. Government, for any lobbying activity, or to support multi-state efforts or other coalition building activities inconsistent with the restrictions contained in the Act. Under the Energy and Water Development and Related Agencies Appropriations Act, in Federal Fiscal Year 2016, monies were expended by Inyo County which had been previously provided to the County by the U.S. Department of Energy to conduct appropriate activities and participate in licensing activities. The Nuclear Waste Policy Act requires that the County annually certify that the funds were used in accordance with the Act and the 2010 Energy and Water Development and Related Agencies Appropriations Act (Public Law 111-85).

The Yucca Mountain Repository Assessment Office under the guidance of the Planning Department has been responsible for the expenditure of the funds received from the Department of Energy. These funds have been expended in accordance with the relevant Federal laws as stated in the certification. The attached certification form states that the monies received from the U.S. Department of Energy were expended by Inyo County on activities that are allowable as defined under applicable federal laws, including the Nuclear Waste Policy Act of 1982, Public Law 97-425 and the 2010 Energy and Water Development and Related Agencies Appropriations Act (Public Law 111-85). This year's expenditures are a little higher than last year's as funds were used to replace the plotter that had been purchased for the Yucca Mountain office.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could decide not to submit the annual certification; however, if a certification is not submitted, the

County would no longer be eligible to receive funds for this program.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

Inyo County is recognized as an Affected Unit of Local Government (AULG). The Yucca Mountain Repository Assessment Office is funded by the U.S. Department of Energy and budgeted within the Yucca Mountain Oversight Budget #620605.

**ATTACHMENTS:**

1. Certification FY2019
2. 2019 Fund Expenditures and Revenues

**APPROVALS:**

Cathreen Richards	Created/Initiated - 11/25/2019
Darcy Ellis	Approved - 11/26/2019
Cathreen Richards	Approved - 12/2/2019
Amy Shepherd	Approved - 12/2/2019
Marshall Rudolph	Final Approval - 12/3/2019

**CERTIFICATION OF EXPENDITURE OF FUNDS  
FOR FEDERAL FISCAL YEAR 2019**

This is to certify that Inyo County, California has expended funds during Federal Fiscal Year 2019 in the amount \$36,248.86 provided to it through direct payment by the U.S. Department of Energy, and that all such expenditures were for allowable activities as defined under applicable federal laws, including the Nuclear Waste Policy Act of 1982, Public Law 97-425 and Energy and Water Development and Related Agencies Appropriations Act, 2010 (Public Law 111-85).

It is further certified that none of the funds were: (1) used directly or indirectly to influence legislative action on any matter pending before Congress or a State legislature or for lobbying activity in violation of 18 U.S.C. 1913; (2) used for litigation expenses; or (3) used to support multi-state efforts or other coalition building activities inconsistent with the restrictions contained in the Nuclear Waste Policy Act of 1982, Public Law 97-425, and the Act.

BY: \_\_\_\_\_  
Rick Pucci, Chairperson  
Inyo County Board of Supervisors  
Date

ATTEST: \_\_\_\_\_  
Darcy Ellis, Board Clerk  
Date

NOTE: If the County fails to provide such certification by December 31, 2019, DOE is expressly prohibited from making further direct payments to the County. Please forward the fully executed certification to:

U.S. Department of Energy  
ATTN: John Kotek  
Office of the Assistant Secretary  
For Nuclear Energy  
1000 Independence Avenue SW  
Washington, DC 20585

SORT ORDER: OBJECT within BUDDUNIT  
 SELECT BUDGET UNIT: 620605 ; OBJECT: 5000-5999

Lg BUDGET UNIT	Primary Ref	Transaction Description	SS Ref	Date	Job No	Debit	Credit	NET
GL 620605-5025	RETHLTH0718	JUL18 RETIREE HEALTH	JE	10/10/18	02303987	356.08	0.00	356.08
GL 620605-5025	RETHLTH0818	AUG18 RETIREE HEALTH	JE	10/10/18	02304532	356.08	0.00	712.16
GL 620605-5025	RETHLTH0918	SEP18 RETIREE HEALTH	JE	10/10/18	02304558	356.08	0.00	1,068.24
GL 620605-5025	RETHLTH1018	OCT18 RETIREE HEALTH	JE	10/31/18	02306691	356.08	0.00	1,424.32
GL 620605-5025	RETHLTH1118	NOV18 RETIREE HEALTH	JE	11/30/18	02306702	356.08	0.00	1,780.40
GL 620605-5025	RETHLTH1219	DEC18 RETIREE HEALTH	JE	12/31/18	02306714	356.08	0.00	2,136.48
GL 620605-5025	RETHLTH0119	JAN19 RETIREE HEALTH	JE	01/31/19	02306747	356.08	0.00	2,492.56
GL 620605-5025	RETHLTH0219	FEB19 RETIREE HEALTH	JE	02/28/19	02306753	356.08	0.00	2,848.64
GL 620605-5025	RETHLTH0319	MAR19 RETIREE HEALTH	JE	03/31/19	02306767	356.08	0.00	3,204.72
GL 620605-5025	RETHLTH0419	APR19 RETIREE HEALTH	JE	04/30/19	02307137	356.08	0.00	3,560.80
GL 620605-5025	RETHLTH0519	MAY19 RETIREE HEALTH	JE	05/31/19	02307150	356.08	0.00	3,916.88
GL 620605-5025	JE34378	18-19 RETIREE HEALTH TRUE-UP	JE	06/14/19	02459512	34.72	0.00	3,882.16
GL 620605-5025	RETHLTH0619	JUN19 RETIREE HEALTH	JE	06/23/19	02307195	356.12	0.00	4,238.28
GL 620605-5025	RETHLTH0719	JUL19 RETIREE HEALTH	JE	07/31/19	02549100	373.00	0.00	4,611.28
GL 620605-5025	RETHLTH0819	AUG19 RETIREE HEALTH	JE	08/31/19	02549103	373.00	0.00	4,984.28
GL 620605-5025	RETHLTH0919	SEPT19 RETIREE HEALTH	JE	09/30/19	02549106	373.00	0.00	5,357.28
*****Total *OBJT 5025		RETIREE HEALTH BENEFITS			DR	5,392.00	34.72	5,357.28
GL 620605-5124	JE32538	I#2017-10-142 YUCCA MTN	JE	10/10/18	02298948	91.20	0.00	91.20
GL 620605-5124	JE33142	18/19 STORAGE RENT	JE	01/03/19	02349574	1,200.00	0.00	1,291.20
GL 620605-5124	JE33155	I#2017-10-198 YUCCA MTN	JE	01/03/19	02349574	582.01	0.00	1,873.21
GL 620605-5124	JE33382	I#2017-10-235 YUCCA MOUNTAIN	JE	01/31/19	02369287	218.25	0.00	2,091.46
GL 620605-5124	JAI18013	JE34353:LR19-0541 AMEND#3 HYDR	JE	06/23/19	02473569	22.65	0.00	2,114.11
GL 620605-5124	JAI18013	JE34353:LR19-0541 AMEND#3 ZDON	JE	06/23/19	02473569	22.65	0.00	2,136.76
GL 620605-5124	JAI18128	I#2017-10-354 YUCCA MT OVERSGT	JE	06/23/19	02488708	3,559.07	0.00	5,695.83
GL 620605-5124	BM0519	MAX#13478 EXTERNAL CHARGES	JE	06/23/19	02496300	49.13	0.00	5,744.96
*****Total *OBJT 5124		EXTERNAL CHARGES			DR	5,744.96	0.00	5,744.96
GL 620605-5128	JAI18153	18/19 SHRED COST	JE	06/23/19	02492012	100.00	0.00	100.00
*****Total *OBJT 5128		INTERNAL SHREDDING CHARGES			DR	100.00	0.00	100.00
GL 620605-5129	IS1218	IS PHOTOCOPIES	JE	01/10/19	02354487	0.82	0.00	0.82
GL 620605-5129	IS0319	IS PHOTOCOPIES	JE	04/30/19	02426375	0.20	0.00	1.02
*****Total *OBJT 5129		INTERNAL COPY CHARGES (NON-IS)			DR	1.02	0.00	1.02
GL 620605-5232	IN000551113	SOUTHERN COMPUT CUST# IC31671	OH	02/19/19	02378773	169.52	0.00	169.52
*****Total *OBJT 5232		OFFICE & OTHER EQUIP < \$5,000			DR	169.52	0.00	169.52
GL 620605-5265	90669882	U.S. GEOLOGICAL CUST#600000100	OH	10/02/18	02297167	2,000.00	0.00	2,000.00
GL 620605-5265	90702901	U.S. GEOLOGICAL CUST#600000100	OH	02/25/19	02381691	2,000.00	0.00	4,000.00
GL 620605-5265	313185	PARTNER ENGINEE FEB19 INYO CO	OH	04/02/19	02406150	1,584.00	0.00	5,584.00
GL 620605-5265	90717397	U.S. GEOLOGICAL CUST#600000100	OH	04/19/19	02419920	2,000.00	0.00	7,584.00
GL 620605-5265	JE34353	LR 19-0541 AMEND#3 HYDRODYNAM	JE	06/11/19	02456548	22.65	0.00	7,606.65
GL 620605-5265	JE34353	LR 19-0541 AMEND#3 ANDY ZDON	JE	06/11/19	02456548	22.65	0.00	7,629.30
GL 620605-5265	JAI18013	JE34353:LR19-0541 AMEND#3 HYDR	JE	06/23/19	02473569	0.00	22.65	7,606.65
GL 620605-5265	JAI18013	JE34353:LR-0541 AMEND#3 HYD	JE	06/23/19	02473569	0.00	22.65	7,584.00
GL 620605-5265	90739845	U.S. GEOLOGICAL CUST#600000100	OH	06/23/19	02485179	2,000.00	0.00	9,584.00
GL 620605-5265	313480	PARTNER ENGINEE MAR19 PROJ#SM1	OH	06/23/19	02497256	1,890.00	0.00	11,474.00
GL 620605-5265	313480	PARTNER ENGINEE MAR19 PROJ#SM1	OH	06/23/19	02497256	31.69	0.00	11,505.69
GL 620605-5265	314005	PARTNER ENGINEE MAY19 PROJ#SM1	OH	06/23/19	02497256	1,714.00	0.00	13,219.69
GL 620605-5265	314484	PARTNER ENGINEE JUL19 INYO CO	OH	09/10/19	02521134	504.00	0.00	13,723.69





SORT ORDER: OBJECT within BUDUNIT

SELECT BUDGET UNIT: 620605 ; OBJECT: 5000-5999

Lg BUDGET UNIT	Primary Ref	Transaction Description	SS Ref	Date	Job No	Debit	Credit	NET
GL 620605-5265	90757553	U.S. GEOLOGICAL CUST#60000100 OH 09/24/19 02531900	OH	09/24/19	02531900	2,000.00	0.00	15,723.69
*****Total *OBJT 5265		PROFESSIONAL & SPECIAL SERVICE DR				15,768.99	45.30	15,723.69
GL 620605-5311	IN000551113	SOUTHERN COMPUT CUST# IC31671 OH 02/19/19 02378773	OH	02/19/19	02378773	63.18	0.00	63.18
GL 620605-5311	72662104	BANK OF AMERICA ACCT# 4339 931 OH 05/21/19 02440956	OH	05/21/19	02440956	246.35	0.00	309.53
GL 620605-5311	159189377	B&H FOTO & ELEC CUST#A3374915 OH 06/23/19 02471939	OH	06/23/19	02471939	140.21	0.00	449.74
GL 620605-5311	159189377	B&H FOTO & ELEC CUST#A3374915 OH 06/23/19 02471939	OH	06/23/19	02471939	140.24	0.00	589.98
GL 620605-5311	159189377	B&H FOTO & ELEC CUST#A3374915 OH 06/23/19 02471939	OH	06/23/19	02471939	140.24	0.00	730.22
GL 620605-5311	159189377	B&H FOTO & ELEC CUST#A3374915 OH 06/23/19 02471939	OH	06/23/19	02471939	140.24	0.00	870.46
GL 620605-5311	159189377	B&H FOTO & ELEC CUST#A3374915 OH 06/23/19 02471939	OH	06/23/19	02471939	140.24	0.00	1,010.70
GL 620605-5311	159189377	B&H FOTO & ELEC CUST#A3374915 OH 06/23/19 02471939	OH	06/23/19	02471939	140.24	0.00	1,150.94
GL 620605-5311	159189377	B&H FOTO & ELEC CUST#A3374915 OH 06/23/19 02471939	OH	06/23/19	02471939	140.24	0.00	1,291.18
GL 620605-5311	159189377	B&H FOTO & ELEC CUST#A3374915 OH 06/23/19 02471939	OH	06/23/19	02471939	140.24	0.00	1,431.42
GL 620605-5311	159189377	B&H FOTO & ELEC CUST#A3374915 OH 06/23/19 02471939	OH	06/23/19	02471939	85.77	0.00	1,517.19
GL 620605-5311	ST619P	JE 06/23/19 02473146	JE	06/23/19	02473146	99.33	0.00	1,616.52
GL 620605-5311	159789213	B&H FOTO & ELEC CUST#A3374915 OH 06/23/19 02485903	OH	06/23/19	02485903	140.24	0.00	1,756.76
*****Total *OBJT 5311		GENERAL OPERATING EXPENSE DR				1,756.76	0.00	1,756.76
GL 620605-5331	050119-050319	RICHARDS, CATHR AP/D:SKILL DEV OH 04/18/19 02418972	OH	04/18/19	02418972	165.00	0.00	165.00
GL 620605-5331	050119-050319	STANDRIDGE, RYA AP/D:SKILL DEV OH 04/18/19 02418972	OH	04/18/19	02418972	165.00	0.00	330.00
GL 620605-5331	72662104	BANK OF AMERICA ACCT# 4339 931 OH 05/21/19 02440956	OH	05/21/19	02440956	423.36	0.00	753.36
GL 620605-5331	72662104	BANK OF AMERICA ACCT# 43390931 OH 05/21/19 02440956	OH	05/21/19	02440956	456.96	0.00	1,210.32
GL 620605-5331	72662104	BANK OF AMERICA ACCT# 4339 931 OH 05/21/19 02440956	OH	05/21/19	02440956	73.99	0.00	1,284.31
GL 620605-5331	72662104	BANK OF AMERICA ACCT# 4339 931 OH 05/21/19 02440956	OH	05/21/19	02440956	73.99	0.00	1,358.30
GL 620605-5331	72662104	BANK OF AMERICA ACCT# 4339 931 OH 05/21/19 02440956	OH	05/21/19	02440956	26.88	0.00	1,385.18
GL 620605-5331	72662104	BANK OF AMERICA ACCT# 4339 931 OH 05/21/19 02440956	OH	05/21/19	02440956	26.88	0.00	1,412.06
*****Total *OBJT 5331		TRAVEL EXPENSE DR				1,412.06	0.00	1,412.06
GL 620605-5333	MP1218	MOTOR POOL	JE	01/26/19	02365928	16.34	0.00	16.34
GL 620605-5333	MP0519	MOTOR POOL	JE	06/18/19	02461171	588.27	0.00	604.61
GL 620605-5333	MP0719	MOTOR POOL	JE	08/22/19	02510374	0.84	0.00	605.45
*****Total *OBJT 5333		MOTOR POOL				605.45	0.00	605.45
GL 620605-5650	159228910	B&H FOTO & ELEC CUST#A3374915 OH 06/23/19 02485903	OH	06/23/19	02485903	5,298.10	0.00	5,298.10
*****Total *OBJT 5650		EQUIPMENT DR				5,298.10	0.00	5,298.10
*****Total *BUDG 620605		YUCCA MOUNTAIN OVERSIGHT DR-CR				36,248.86	80.02	36,168.84

\*\* G R A N D T O T A L \*\* 80.02 36,248.86 36,168.84

Expenditures



# County of Inyo



## Sheriff

### CONSENT - ACTION REQUIRED

**MEETING:** December 17, 2019

**FROM:** Office of the Sheriff

**SUBJECT:** Amend Taser Enterprises agreement to include additional digital editing and purchase additional body cameras.

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**RECOMMENDED ACTION:**

Request Board approve Amendment No. 01 to the Taser Assurance Plan Agreement between the County of Inyo and Axon Enterprises, Inc. of Scottsdale, AZ, adding the redaction assistant license, five (5) additional body cameras and increasing the contract to an amount not to exceed \$127,262, contingent upon the Board's approval of future budgets and authorize the Sheriff or designee to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

The Sheriff's Office is requesting to purchase additional body cameras to have on hand as replacement and back-up cameras. We are also requesting to purchase the redaction assistant license. The redaction assistant tool is a critical component of the Axon audio/visual evidence suite. The enhanced features will allow us to meet new evidence policies effected by legislative change.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

On March 26, 2019, your Board declared Axon a sole source provider of body cameras, approved the purchase of 25 body cams and authorized a 5 year agreement for licensing, storage and maintenance plan for \$93,687.30.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to deny this request. Staff does not recommend this action. At this time we have a very limited supply of body cameras on hand. In the event that more than one was damaged or malfunctioned, we would not be able to equip our staff in accordance with our policies. The redaction assistant tool will significantly reduce the man hours needed to process audio/visual evidence in accordance with local, state and federal policies and government code.

**OTHER AGENCY INVOLVEMENT:**

Auditor's Office  
County Counsel

**FINANCING:**

Current expenses will be paid from multiple budgets, and object codes within our department budget authority.

There is sufficient budget split between all Sheriff divisions to make these payments. Future expenses will be included in future budget requests.

**ATTACHMENTS:**

1. Axon Contract
2. Axon Amendment 01
3. 20191216 Inyo County Sheriff's Office - CA - Add 5 Body 2 10 Basic to 21234 11.20.19
4. 20191216 Inyo County Sheriff's Office - CA - Add Redaction Assistant to 21234 Special Rate 11.20.19
5. Axon Master Services and Purchasing Agreement

**APPROVALS:**

Riannah Reade	Created/Initiated - 11/22/2019
Darcy Ellis	Approved - 11/26/2019
Riannah Reade	Approved - 12/3/2019
Amy Shepherd	Approved - 12/3/2019
Marshall Rudolph	Approved - 12/5/2019
Jeffrey Hollowell	Final Approval - 12/5/2019

# *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 26<sup>th</sup> day of March 2019 an order was duly made and entered as follows:

**Sheriff – Axon  
Enterprise, Inc.  
Sole-Source  
Body Camera  
Purchase**

Moved by Supervisor Kingsley and seconded by Supervisor Totheroh to: A) declare Axon Enterprise, Inc. of Scottsdale, AZ a sole-source provider of body-worn cameras and associated accessories; B) approve the purchase of twenty-five (25) Axon body-worn cameras, charging bays, mounts, cables, cloud storage, software licensing, and Taser Assurance Plan; and C) approve the contract between the County of Inyo and Axon Enterprise, Inc. of Scottsdale, AZ in an amount not to exceed \$93,687.30 for the term of March 26, 2019 through March 26, 2024 and authorize the Sheriff or designee to sign, contingent upon the Board's approval of future budgets. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 26<sup>th</sup>

Day of March, 2019



CLINT G. QUILTER  
Clerk of the Board of Supervisors

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

<b>Routing</b>
CC Purchasing X Personnel Auditor CAO Other: Sheriff DATE: April 5, 2019



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

23

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

**FROM:** Sheriff's Department

**FOR THE BOARD MEETING OF:** March 26, 2019

**SUBJECT:** Request approval to purchase Axon Body Worn Cameras and 5 year service agreement.

**DEPARTMENTAL RECOMMENDATION:**

- A) Request Board declare Axon Enterprise Inc. as the sole source provider and;
- B) Request Board approve the purchase of (25) twenty five Axon body worn cameras, charging bays, mounts, cables, cloud storage, software licensing, and Taser Assurance Plan and;
- C) Request Board approve the contract between County of Inyo and Axon Enterprise Inc. for enrollment in the Taser Assurance Plan in an amount not to exceed \$93,687.30 for the term of March 26, 2019 – March 26, 2024 and authorize the Sheriff or designee to sign, contingent on the Boards approval of future budgets.

**SUMMARY DISCUSSION:**

The Sheriff's Department is requesting the full integration of Axon body worn cameras to replace the outdated, unreliable body worn cameras our agency currently uses. The body worn cameras Axon offers provides unique features, durability, reliability, and their software offers full integration with our current Taser (conducted energy devices) as well as secure cloud storage. No other body camera provider can offer the full integration with Taser equipment as well as many of the features of the Axon body cam. These items are standard issue equipment for Sheriff's Personnel and an essential part of our daily operations. The initial cost to purchase these cameras is \$26,551.50 and \$16,783.95 annually thereafter for data storage and equipment maintenance.

**Axon Body Cam 2 Notable Features:**

- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- High HD resolution capable (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- 120-degree diagonal field of view camera lens. 102-degree horizontal field of view.
- Optional Axon Signal Sidearm Sensor alerts Axon cameras within 30 feet to begin recording the moment the firearm is removed.

Cloud storage is accessed through the Axon Evidence.com software. Evidence.com provides features unique to Axon/Taser and their products including; the ability to manage all types of data (including body-worn video, Axon Fleet in-car video, interview room video, CCTV, photographs, audio, documents and more), provides CJIS-compliant storage, encryption, multi factor authentication, and real time threat detection, audit trails provide chain of custody for users.

The Taser Assurance Plan is a service plan that combines warranty coverage on your Axon body cameras with an automatic upgrade to the newest hardware every 2.5 years. This program includes on-site spare units, as well as an extended warranty at no additional cost through the life of the agreement.

**ALTERNATIVES:**



Your Board could choose to deny the purchase of the Axon body worn cameras resulting in the department using inferior, more expensive, out dated, unreliable product. Remaining with our current equipment may result in liability due to camera failures, difficulty investigating personnel complaints, as well as compromising case prosecution due to lost video evidence. The Departments overall costs will also be reduced, the unit prices are half the cost of the existing units and replacements are built into the 5 year maintenance plan.

**OTHER AGENCY INVOLVEMENT:**

Auditor  
County Counsel  
Purchasing

**FINANCING:**

Funding is included in the Board Approved 2018-2019 budget. This expense will be paid from Sheriff General Budget 022700, Object Code 5313 Law Enforcement Special. These items are eligible to be reimbursed by COPS funding.

<b>APPROVALS</b>	
<b>COUNTY COUNSEL:</b> 	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)</b>  Approved: <u>YES</u> Date <u>3/11/19</u>
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</b>  Approved: <u>yes</u> Date <u>3/12/2019</u>

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)



Date: 3/12/19

New Purchase



**Axon Enterprise, Inc.**  
17800 N 85th St  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737

Q-181520-43480.879JZ

Quoted: 07/16/2019

Quote Expiration: 03/31/2019

Account Number: 120706

Start Date: 03/01/2019

Payment Terms: Net 30

Delivery Method: Fedex - Ground

**SALES REPRESENTATIVE**

Jared Zygowicz  
Phone: (480) 463-2139  
Email: jzygowicz@axon.com  
Fax: 480.550.9251

**PRIMARY CONTACT**

Tim Bachman  
Phone: (760) 878-0325  
Email: tbachman@inyocounty.us

**SHIP TO**

Tim Bachman  
Inyo County Sheriff's Office - CA  
550 S. Clay Street  
Independence, CA 93526 /  
US

**BILL TO**

Inyo County Sheriff's Office - CA  
550 S. Clay Street  
Independence, CA 93526  
US

TAP 00021233

E.com 00021234

**Year 1**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
85035	EVIDENCE.COM STORAGE	4,000	0.75	0.75	3,000.00 -
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	4	336.00	336.00	1,344.00 -
85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	1	36.00	36.00	36.00 -
80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	22	180.00	180.00	3,960.00 -
85110	EVIDENCE.COM INCLUDED STORAGE	220	0.00	0.00	0.00 -
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	4	468.00	468.00	1,872.00 -
85110	EVIDENCE.COM INCLUDED STORAGE	120	0.00	0.00	0.00 -
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	25	240.00	240.00	6,000.00 -
<b>Hardware</b>					
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	25	0.00	0.00	0.00 -
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	25	499.00	0.00	0.00 -
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	25	0.00	0.00	0.00 -
11553	SYNC CABLE, USB A TO 2.5MM	25	0.00	0.00	0.00 -
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	5	42.00	42.00	210.00 -
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	4	1,495.00	1,495.00	5,980.00 -

71019 NA powercord 4 @0

Q-181520-43480.879JZ

Protect Life

SM

**Year 1 (Continued)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>					
74009	AXON DOCK, SINGLE BAY + CORE, AXON BODY 2	1	375.00	375.00	375.00 -
<b>Services</b>					
85144	AXON STARTER	1	2,500.00	2,500.00	2,500.00 -
				Subtotal	25,277.00
				Estimated Shipping	0.00
				Estimated Tax	1,274.50
				Total	26,551.50

**Year 2**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
85035	EVIDENCE.COM STORAGE	4,000	0.75	0.75	3,000.00 -
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	4	336.00	336.00	1,344.00 -
85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	1	36.00	36.00	36.00 -
80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	22	180.00	180.00	3,960.00 -
85110	EVIDENCE.COM INCLUDED STORAGE	220	0.00	0.00	0.00 -
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	4	468.00	468.00	1,872.00 -
85110	EVIDENCE.COM INCLUDED STORAGE	120	0.00	0.00	0.00 -
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	25	240.00	240.00	6,000.00 -
				Subtotal	16,212.00
				Estimated Tax	571.95
				Total	16,783.95

**Year 3**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
85035	EVIDENCE.COM STORAGE	4,000	0.75	0.75	3,000.00 -
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	4	336.00	336.00	1,344.00 -
85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	1	36.00	36.00	36.00 -
80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	22	180.00	180.00	3,960.00 -
85110	EVIDENCE.COM INCLUDED STORAGE	220	0.00	0.00	0.00 -



**Year 3 (Continued)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages (Continued)</b>					
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	4	468.00	468.00	1,872.00
85110	EVIDENCE.COM INCLUDED STORAGE	120	0.00	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	25	240.00	240.00	6,000.00
				Subtotal	16,212.00
				Estimated Tax	571.95
				Total	16,783.95

**Year 4**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
85035	EVIDENCE.COM STORAGE	4,000	0.75	0.75	3,000.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	4	336.00	336.00	1,344.00
85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	1	36.00	36.00	36.00
80015	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	22	180.00	180.00	3,960.00
85110	EVIDENCE.COM INCLUDED STORAGE	220	0.00	0.00	0.00
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	4	468.00	468.00	1,872.00
85110	EVIDENCE.COM INCLUDED STORAGE	120	0.00	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	25	240.00	240.00	6,000.00
				Subtotal	16,212.00
				Estimated Tax	571.95
				Total	16,783.95

**Year 5**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
85035	EVIDENCE.COM STORAGE	4,000	0.75	0.75	3,000.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	4	336.00	336.00	1,344.00
85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	1	36.00	36.00	36.00
80016	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	22	180.00	180.00	3,960.00
85110	EVIDENCE.COM INCLUDED STORAGE	220	0.00	0.00	0.00

**Year 5 (Continued)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Event Plans &amp; Packages (Continued)</b>					
80028	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	4	468.00	468.00	1,872.00
85110	EVIDENCE.COM INCLUDED STORAGE	120	0.00	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	25	240.00	240.00	6,000.00
Subtotal					16,212.00
Estimated Tax					571.95
Total					16,783.95

**Spare Axon Body 2**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>					
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	2	0.00	0.00	0.00
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	2	0.00	0.00	0.00
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	2	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	2	0.00	0.00	0.00
71019	NA powercord 1 \$0				
Subtotal					0.00
Estimated Tax					0.00
Total					0.00
<b>Grand Total</b>					<b>83,687.30</b>



## Discounts (USD)

Quote Expiration: 03/31/2019

List Amount	102,600.00
Discounts	12,475.00
<b>Total</b>	<b>90,125.00</b>

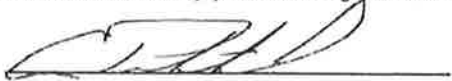
*\*Total excludes applicable taxes and shipping*

## Summary of Payments

Payment	Amount (USD)
Year 1	26,551.50
Year 2	16,783.95
Year 3	16,783.95
Year 4	16,783.95
Year 5	16,783.95
Spare Axon Body 2	0.00
<b>Grand Total</b>	<b>93,687.30</b>

### Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature:  Date: 3/29/19  
Name (Print): ERIC PETREMANO Title: UNDER SHERIFF  
PO# (Or write N/A): \_\_\_\_\_

Please sign and email to Jared Zygowicz at [jzygowicz@axon.com](mailto:jzygowicz@axon.com) or fax to 480.560.9251

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

Quote: Q-181520-43480.879JZ

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**AMENDMENT NUMBER (1) ONE TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
AXON ENTERPRISE, INC.  
FOR THE PROVISION OF BODY-WORN CAMERAS AND ASSOCIATED ACCESSORIES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Axon Enterprise, Inc. (hereinafter referred to as "Axon"), have entered into an Agreement for the provision of body-worn cameras and associated accessories dated March 29, 2019, for the term from March 26, 2019 to March 26, 2024

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:

Per attached vendor specifications, the County and Contractor mutually desire to modify the Agreement to

1. Add a license to Axon's redaction assistant software
2. Add five (5) additional body-worn cameras
3. Increase the amount of the Agreement to an amount not to exceed \$127,262, contingent on the Inyo County Board of Supervisors' approval of future budgets

The effective date of this Amendment to the Agreement is December 27, 2019.

Amendment No. 1 to Inyo-Axon Contract

Page 1

062912

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

**AMENDMENT NUMBER (1) ONE TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
AXON ENTERPRISE, INC.  
FOR THE PROVISION OF BODY-WORN CAMERAS AND ASSOCIATED ACCESSORIES**

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

**COUNTY OF INYO**

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

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

**CONTRACTOR**

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

\_\_\_\_\_  
Type or Print

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

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

\_\_\_\_\_  
County Risk Manager

**SALES REPRESENTATIVE**

Kyle Panasewicz

Phone: (480) 905-2071

Email: kylep@axon.com

Fax: (480) 658-0673

**PRIMARY CONTACT**

Tim Bachman

Phone: (760) 878-0235

Email: tbachman@inyocounty.us



**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 Phone: (800) 978-2737

**SHIP TO**

Tim Bachman  
 Inyo County Sheriff's Office - CA  
 550 S. Clay Street  
 Independence, CA 93526  
 US

**BILL TO**

Inyo County Sheriff's Office - CA  
 550 S. Clay Street  
 Independence, CA 93526  
 US

**Year 1**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	10	75.00	75.00	750.00
85070	TECH ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	5	100.00	100.00	500.00
85110	EVIDENCE.COM INCLUDED STORAGE	100	0.00	0.00	0.00
<b>Hardware</b>					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	5	499.00	499.00	2,495.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	5	0.00	0.00	0.00
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	5	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	5	0.00	0.00	0.00
Subtotal					3,745.00
Estimated Shipping					0.00
Estimated Tax					232.12
Total					3,977.12

**Year 2**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	10	180.00	180.00	1,800.00
85070	TECH ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	5	240.00	240.00	1,200.00

## Year 2 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages (Continued)</b>					
85110	EVIDENCE.COM INCLUDED STORAGE	100	0.00	0.00	0.00
				Subtotal	3,000.00
				Estimated Tax	93.00
				Total	3,093.00

## Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	10	180.00	180.00	1,800.00
85070	TECH ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	5	240.00	240.00	1,200.00
85110	EVIDENCE.COM INCLUDED STORAGE	100	0.00	0.00	0.00
				Subtotal	3,000.00
				Estimated Tax	93.00
				Total	3,093.00

## Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80015	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	10	180.00	180.00	1,800.00
85070	TECH ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	5	240.00	240.00	1,200.00
85110	EVIDENCE.COM INCLUDED STORAGE	100	0.00	0.00	0.00
				Subtotal	3,000.00
				Estimated Tax	93.00
				Total	3,093.00

## Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80016	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	10	180.00	180.00	1,800.00
85070	TECH ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	5	240.00	240.00	1,200.00



## Year 5 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages (Continued)</b>					
85110	EVIDENCE.COM INCLUDED STORAGE	100	0.00	0.00	0.00
				Subtotal	3,000.00
				Estimated Tax	93.00
				Total	3,093.00
				<b>Grand Total</b>	<b>16,349.12</b>

## Summary of Payments

Payment	Amount (USD)
Year 1	3,977.12
Year 2	3,093.00
Year 3	3,093.00
Year 4	3,093.00
Year 5	3,093.00
<b>Grand Total</b>	<b>16,349.12</b>

## Notes

This quote is co-termed with quote Q-181520 (executed contract #21234). Year one has been prorated to 5 months to align agency annual billing dates. This has been done according to an anticipated license start date of 1/1/20. The end date of these subscriptions is subject to change if the ship/start date changes.

Axon Body 2 hardware contained in this quote will be covered under the Taser Assurance Plan, and will be eligible for replacement at the same time as the equipment originally deployed on this existing contract as determined by quote Q-181520 (contract #21234).

Tax is subject to change at order processing with valid exemption.

## Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

<b>Signature:</b> _____	<b>Date:</b> _____
<b>Name (Print):</b> _____	<b>Title:</b> _____
<b>PO# (Or write N/A):</b> _____	

Please sign and email to Kyle Panasewicz at [kylep@axon.com](mailto:kylep@axon.com) or fax to (480) 658-0673

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

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### \*\*\*Axon Internal Use Only\*\*\*

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		



**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 Phone: (800) 978-2737

**Q-220209-43789.605KP**

Issued: 11/20/2019

Quote Expiration: 12/15/2019

Account Number: 126706

Payment Terms: Net 30  
 Delivery Method: Fedex - Ground  
 Contract Number: 00021234

**SALES REPRESENTATIVE**

Kyle Panasewicz  
 Phone: (480) 905-2071  
 Email: kylep@axon.com  
 Fax: (480) 658-0673

**PRIMARY CONTACT**

Tim Bachman  
 Phone: (760) 878-0235  
 Email: tbachman@inyocounty.us

**SHIP TO**

Tim Bachman  
 Inyo County Sheriff's Office - CA  
 550 S. Clay Street  
 Independence, CA 93526  
 US

**BILL TO**

Inyo County Sheriff's Office - CA  
 550 S. Clay Street  
 Independence, CA 93526  
 US

**Year 1**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other</b>					
73470	REDACTION ASSISTANT 11-30 SWORN AGENCY-WIDE LICENSE: 5 YEAR	1	0.00	0.00	0.00
73473	REDACTION ASSISTANT 11-30 SWORN ANNUAL PAYMENT	1	1,625.00	1,625.00	1,625.00
Subtotal					1,625.00
Estimated Shipping					0.00
Estimated Tax					0.00
Total					1,625.00

**Year 2**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other</b>					
73473	REDACTION ASSISTANT 11-30 SWORN ANNUAL PAYMENT	1	3,900.00	3,900.00	3,900.00
Subtotal					3,900.00
Estimated Tax					0.00
Total					3,900.00

### Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other</b>					
73473	REDACTION ASSISTANT 11-30 SWORN ANNUAL PAYMENT	1	3,900.00	3,900.00	3,900.00
				Subtotal	3,900.00
				Estimated Tax	0.00
				Total	3,900.00

### Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other</b>					
73473	REDACTION ASSISTANT 11-30 SWORN ANNUAL PAYMENT	1	3,900.00	3,900.00	3,900.00
				Subtotal	3,900.00
				Estimated Tax	0.00
				Total	3,900.00

### Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other</b>					
73473	REDACTION ASSISTANT 11-30 SWORN ANNUAL PAYMENT	1	3,900.00	3,900.00	3,900.00
				Subtotal	3,900.00
				Estimated Tax	0.00
				Total	3,900.00

<b>Grand Total</b>	<b>17,225.00</b>
--------------------	------------------

## Summary of Payments

Payment	Amount (USD)
Year 1	1,625.00
Year 2	3,900.00
Year 3	3,900.00
Year 4	3,900.00
Year 5	3,900.00
<b>Grand Total</b>	<b>17,225.00</b>

## Notes

This quote is co-termed with quote Q-181520 (executed contract #21234). Year one has been prorated to 5 months to align with agency annual billing dates. This has been done according to an anticipated license start date of 1/1/20. The end date of these subscriptions is subject to change if the ship/start date changes.

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**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Name (Print):** \_\_\_\_\_ **Title:** \_\_\_\_\_  
**PO# (Or write N/A):** \_\_\_\_\_

Please sign and email to Kyle Panasewicz at [kylep@axon.com](mailto:kylep@axon.com) or fax to (480) 658-0673

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#### \*\*\*Axon Internal Use Only\*\*\*

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		



## Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and Inyo County Sheriff's Office ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement, or (b) signature date on the quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**".

This Agreement governs Agency's purchase and use of the Axon products and services detailed in the Quote Appendix ("**Quote**"). The Parties therefore agree as follows:

- 1** **Term.** This Agreement begins on the Effective Date and continues until terminated pursuant to this Agreement ("**Term**"). Agency may renew this Agreement for an additional 5 years upon execution of a new quote. New products and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.
- 2** **Definitions.**

**"Axon Evidence"** means Evidence.com and other software, maintenance, and storage provided by Axon for use with Axon Evidence. This excludes third-party applications and my.evidence.com.

**"Products"** means all hardware, software, cloud-based services, and software maintenance releases and updates provided by Axon under this Agreement.

**"Quote"** means an offer to sell and is only valid for products and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon and Axon reserves the right to cancel any orders resulting from such errors.

**"Services"** means all services provided by Axon pursuant to this Agreement.
- 3** **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.
- 4** **Taxes.** Agency is responsible for sales and other taxes associated with the order, unless Agency provides Axon a valid tax exemption certificate.
- 5** **Shipping.** Axon may make partial shipments and ship Products from multiple locations. All shipments are FOB destination point via common carrier. Title and risk of loss pass to Agency upon the common carrier's delivery of the Products to Agency in Inyo County, California. Agency is responsible for any shipping charges on the Quote; provided, however, that Axon is responsible for the cost of any insurance it may purchase in order to insure against the risk of loss of the Products while they are in transit to Agency.
- 6** **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.



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**7** **Warranty.**

**7.1 Hardware Limited Warranty.** Axon warrants its law enforcement hardware is free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except for Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its accessories for 90-days from date of Agency's receipt. Expended conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from expiration of the 1-year hardware limited warranty through the extended warranty term. Non-Axon manufactured products are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured products.

**7.2 Claims.** If Axon receives a valid warranty claim for an Axon manufactured product during the warranty term, Axon's sole responsibility is to repair or replace the product with the same or like product, at Axon's option. A replacement product will be new or like new and have the remaining warranty of the original product or 90 days from the date of repair or replacement, whichever is longer. When Agency exchanges a product or part, the replacement item becomes Agency's property and the replaced item becomes Axon's property. For support and warranty service visit [www.axon.com/support](http://www.axon.com/support). Before delivering a product for service, Agency must upload product data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained on the storage media or any part of the product.

**7.3 Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Product use instructions; (b) Products used with products not manufactured or recommended by Axon; (c) abuse, misuse, intentional, or deliberate damage to the Product; (d) force majeure; (e) Products repaired or modified by persons other than Axon without Axon's written permission; or (f) Products with a defaced or removed serial number.

**7.3.1 To the extent permitted by law, the warranties and remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.**

**7.3.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Product will not exceed the purchase price paid to Axon for the Product or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory.**

**8** **Product Warnings.** See [www.axon.com/legal](http://www.axon.com/legal) for the most current Axon product warnings.

**9** **Design Changes.** Axon may make design changes to any Axon product or service without notifying Agency or making the same change to products and services previously purchased by Agency.

- 10 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 11 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a third party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of negligent acts, omissions or willful misconduct by Agency or claims under workers compensation.
- 12 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon products and services, related software, and suggestions to Axon. Axon has and claims proprietary rights in the hardware, firmware, software, and integration of ancillary materials, knowledge, and designs constituting Axon products and services. Agency will not directly or indirectly cause any Axon proprietary rights to be violated.
- 13 **IP Indemnification.** Axon will indemnify Agency Indemnitees from and against all claims, damages, losses, liabilities, reasonable costs and expenses arising out of or relating to any third-party claim alleging that use of Axon Products or services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. Agency must provide Axon with prompt written notice of such a claim, tender to Axon the defense or settlement of such a claim at Axon's expense, and cooperate fully with Axon in the defense or settlement of such a claim.

Axon has no liability to Agency or any third party to the extent any alleged infringement or infringement claim is based upon: (a) modification of Axon Evidence by Agency or any third party not approved by Axon; (b) use of Axon Evidence in connection or in combination with hardware or services not approved or recommended by Axon; (c) use of Axon Evidence other than as permitted under this Agreement; or (d) use of other than the most current release or version of any software provided by Axon as part of or in connection with Axon Evidence.

- 14 **Agency Responsibilities.** Agency is responsible for (a) its use of Axon Products; (b) breach of this Agreement or violation of applicable law by Agency or any Agency end user; and (c) a dispute between Agency and a third party over Agency use of Axon Products.
- 15 **Termination.**
- 15.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's material breach, Axon will refund prepaid amounts on a prorated basis based on the date of notice of termination.
- 15.2 **By Agency.** Agency is obligated to pay the fees under this Agreement. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable. The date of such termination will be the date Axon receives notice from Agency.

- 15.3 Effect of Termination.** Upon any termination of this Agreement, all Agency rights under this Agreement immediately terminate, and Agency remains responsible for all fees incurred prior to the date of termination. The following sections will survive termination: Payment, Warranty, Product Warnings, Indemnification, IP Rights, and Agency Responsibilities. If Agency purchases Products for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Products received and amount paid towards those Products. If terminating for non-appropriations, Agency may return Products to Axon within 30 days of termination. MSRP is the standalone price of the individual Product at time of sale. For bundled Products, MSRP includes the standalone price of all individual components.
- 16 Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
- 17 General.**
- 17.1 Delays.** Axon will use commercially reasonable efforts to deliver Products and services as soon as practicable. If delivery is interrupted due to causes beyond Axon's control, Axon may delay or terminate the delivery with reasonable notice.
- 17.2 Force Majeure.** Neither Party will be liable for any delay or failure to perform under this Agreement due to a cause beyond the Parties' reasonable control, including acts of God, labor disputes, industrial disturbances, utility failures, earthquake, storms, elements of nature, blockages, embargoes, riots, acts or orders of government, terrorism, or war.
- 17.3 Independent Contractors.** The Parties are independent contractors. Neither Party has authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 17.4 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 17.5 Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on: race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 17.6 Export Compliance.** Each Party will comply with all import and export control laws and regulations.



## Master Services and Purchasing Agreement

- 17.7 Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 17.8 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 17.9 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 17.10 Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 17.11 Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

<p>Axon: Axon Enterprise, Inc.          Attn: Contracts          17800 N. 85th Street          Scottsdale, Arizona 85255          contracts@axon.com</p>	<p>Agency:          Attn:          Street Address          City, State, Zip          Email</p>
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- 17.12 Entire Agreement.** This Agreement, including the Appendices, represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares that the representative is authorized to execute this Agreement as of the date of signature.

### Axon Enterprise, Inc.

Signature: \_\_\_\_\_

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

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

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

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**Inyo County Sheriff's Office**

Signature: \_\_\_\_\_

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

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

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



**Axon Evidence Terms of Use Appendix**

- 1 **Axon Evidence Subscription Term.** The Axon Evidence subscription begins after shipment of the Axon body-worn cameras. If Axon ships the body-worn cameras in the first half of the month, the start date is the 1st of the following month. If Axon ships the body-worn cameras in the second half of the month, the start date is the 15th of the following month. For phased deployments, the start date begins on shipment of the first phase. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. The Axon Evidence subscription term will end upon the completion of the Axon Evidence subscription as documented in the Quote ("**Axon Evidence Subscription Term**").
- 2 **Agency Content.** "**Agency Content**" means software, data, text, audio, video, images or any content Agency end users (a) run on Axon Evidence; (b) cause to interface with Axon Evidence; or (c) upload to Axon Evidence under Agency account or otherwise transfer, process, use or store in connection with Agency account.
- 3 **Access Rights.** Upon Axon granting Agency an Axon Evidence subscription, Agency may access and use Axon Evidence to store and manage Agency Content during the Axon Evidence Subscription Term. Agency may not exceed more end users than the Quote specifies. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**") during the Axon Evidence Subscription Term. Agency may upload non-TASER Data to Axon Evidence Light.
- 4 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Evidence to Agency and Agency end users.
- 5 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
- 6 **Updates.** For Android applications, including Axon View, Device Manager, and Capture, Axon will use reasonable efforts to support previous version of applications for 45 days. If Agency does not update their Android application to the most current version within 45 days of release, Axon may disable the application or force updates to the non-supported application.
- 7 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency users comply with this Agreement; (b) ensuring Agency owns Agency Content; (c) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Evidence violates this Agreement or applicable laws; and (d) maintaining necessary computer equipment and Internet



## Master Services and Purchasing Agreement

connections for use of Axon Evidence. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Evidence.

Agency is also responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. Audit log tracking for video data is an automatic feature of Axon Evidence that details who accesses Agency Content. Agency may download the audit log at any time. Agency shall contact Axon immediately if an unauthorized third party may be using Agency's account or Agency Content, or if account information is lost or stolen.

- 8** **Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice so Agency may file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to: (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.
- 9** **Storage.** For Unlimited Axon Evidence body-worn camera subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or an Axon body-worn camera. Axon may charge additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 10** **Location of Data Storage.** Axon may transfer Agency Content to third party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Evidence remains within the United States. Ownership of Agency Content remains with Agency.
- 11** **Suspension.** Axon may suspend Agency's or any end user's right to access or use any portion or all of Axon Evidence immediately upon notice, if:
- 11.1.** The Termination provisions of this Agreement apply; or
  - 11.2.** Agency or end user's use of or registration for Axon Evidence may (a) pose a security risk to Axon Evidence or any third party; (b) adversely impact Axon Evidence, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third party to liability; or (d) be fraudulent.
- Agency remains responsible for all fees and charges incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 12** **Axon Evidence Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Evidence.

- 13** **Axon Evidence Restrictions.** All Axon Evidence subscriptions will immediately terminate if Agency does not comply with any term of this Agreement. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1.** copy, modify, tamper with, repair, or create derivative works of any part of Axon Evidence;
  - 13.2.** reverse engineer, disassemble, or decompile Axon Evidence or apply any process to derive any source code included in Axon Evidence, or allow others to do the same;
  - 13.3.** access or use Axon Evidence with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - 13.4.** use trade secret information contained in Axon Evidence, except as expressly permitted in this Agreement;
  - 13.5.** access Axon Evidence to build a competitive product or service or copy any features, functions, or graphics of Axon Evidence;
  - 13.6.** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Evidence; or
  - 13.7.** use Axon Evidence to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third party privacy rights; or to store or transmit malicious code.
- 14** **After Termination.** Axon will not delete Agency Content for 90-days following termination. During these 90-days, Agency may retrieve Agency Content only if Agency has paid all amounts due. There will be no functionality of Axon Evidence during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Evidence during this time. Axon has no obligation to maintain or provide any Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content stored in Axon Evidence. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Evidence.
- 15** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Evidence on behalf of U.S. Federal department, Axon Evidence is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Evidence on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Evidence.





## Master Services and Purchasing Agreement

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- 17 **Survival.** Upon any termination of this Agreement, the following sections will survive: Agency Owns Agency Content, Storage, Axon Evidence Warranty, and Axon Evidence Restrictions.



Professional Services Appendix

- 1 **Utilization of Services.** Agency must use pre-paid professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- 2 **Body-Worn Camera 1-Day Service (BWC 1-Day).** BWC 1-Day includes one day of on-site services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which services are appropriate. If Agency requires more than 1 day of on-site services, additional on-site assistance is \$2,500 per day. The BWC 1-Day options include:

<p><b>System set up and configuration (Remote Support)</b></p> <ul style="list-style-type: none"> <li>• Setup Axon Mobile on smart phones (if applicable)</li> <li>• Configure categories &amp; custom roles based on Agency need</li> <li>• Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access</li> </ul>
<p><b>Dock configuration</b></p> <ul style="list-style-type: none"> <li>• Work with Agency to decide ideal location of Dock setup and set configurations on Dock</li> <li>• Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency</li> <li>• Does not include physical mounting of docks</li> </ul>
<p><b>Axon instructor training (Train the Trainer)</b>          Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations</p>
<p><b>End user go live training and support sessions</b></p> <ul style="list-style-type: none"> <li>• Assistance with device set up and configuration</li> <li>• Training on device use, Axon Evidence and Evidence Sync</li> </ul>
<p><b>Implementation document packet</b>          Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories &amp; roles guide</p>

- 3 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual).** BWC Virtual includes all items in the BWC 1-Day Service Package, except one day of on-site services.
- 4 **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- 5 **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
- 6 **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use, and will provide an initial itemized list to Agency. Agency is responsible for, and

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assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

- 7 **Site Preparation.** Axon will provide one copy of current user documentation for the Products in paper or electronic form ("**Product User Documentation**"). Product User Documentation will include all required environmental specifications in order for the professional services and related Products to operate in accordance with Product User Documentation. Prior to the installation of Product (whether performed by Agency or Axon), Agency must prepare the location(s) where the Products are to be installed ("**Installation Site**") in accordance with the environmental specifications in Product User Documentation. Following install, Agency must maintain the Installation Site in accordance with the environmental specifications. If Axon modifies Product User Documentation for any Products under this Agreement, Axon will provide the update to Agency when Axon generally releases it.
- 8 **Acceptance.** When Axon completes the professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion of professional services. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and will re-present the Acceptance Form for approval and signature. If Axon does not receive the signed Acceptance Form or written notification of the reasons for rejection of within 7 calendar days of delivery of the Acceptance Form, Agency will be deemed to have accepted the professional services.
- 9 **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



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**Technology Assurance Plan Appendix**

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

- 1 **Term.** TAP begins after shipment of the hardware covered under TAP. If Axon ships hardware in the first half of the month, TAP starts the 1st of the following month. If Axon ships hardware in the second half of the month, TAP starts the 15th of the following month. ("**TAP Term**").
- 2 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 3 **Spare Product.** Axon will provide Agency a predetermined number of spare Products for hardware items and accessories listed in the Quote ("**Spare Products**"). Spare Products will replace broken or non-functioning units. If Agency utilizes a Spare Product, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair the non-functioning unit or replace with a replacement Product. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Products provided under TAP. If Agency returns the Spare Products to Axon within 30 days of the Spare Product invoice date, Axon will issue a credit and apply it against the Spare Product invoice.
- 4 **Officer Safety Plan Standard.** The Officer Safety Plan Standard ("**OSP Standard**") includes Axon Evidence Unlimited, TAP for Axon body-worn camera and Axon Dock, one TASER X2 or X26P CEW with a 4-year extended warranty, one CEW battery, and one CEW holster. Agency must purchase OSP for 5 years ("**OSP Term**"). At any time during the OSP Term, Agency may choose to receive the X2 or X26P CEW, battery and holster by providing a \$0 purchase order.
- 5 **Officer Safety Plan 7.** Both the Officer Safety Plan 7 ("**OSP 7**") and Officer Safety Plan 7 Plus ("**OSP 7 Plus**") include Axon Evidence Unlimited, TAP for Axon body-worn camera and Axon Dock, one TASER 7 Certification Plan, Axon Records, and Axon Aware. OSP 7 Plus also includes Axon Aware Plus, Signal Sidearm, Auto-Tagging, Axon Performance, Axon Redaction Assistant, and Axon Citizen for Communities. Both OSP 7 offerings are subject to additional terms for services in their bundle. Agency must purchase an OSP 7 subscription for every TASER 7 CEW user. Agency must accept delivery of TASER 7 CEW and accessories as soon as available from Axon. Agency acknowledges some offerings in the OSP 7 bundles may not be generally available at the time of Agency's OSP 7 purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an OSP 7 bundle.
- 6 **OSP 7 Term.** OSP 7 bundles begin after Axon ships the first Axon Body 3 or TASER 7 device to Agency. If Axon ships in the first half of the month, the start date is the 1st of the following month. If Axon ships in the second half of the month, the start date is the 15th of the following month. For phased deployments, each phase has its own start date and end date based on the first shipment of that phase, in accordance with the above. Each OSP 7 will run 5 years from the OSP 7 start date ("**OSP 7 Term**").

7 **TAP Body-Worn Upgrade.** If Agency purchased 3 years of Axon Evidence Unlimited or TAP as a standalone and makes all payments, Axon will provide Agency a new Axon body-worn camera 3 years after TAP starts ("**Body-Worn Upgrade**"). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or TAP as a standalone and makes all payments, Axon will provide Agency a Body-Worn Upgrade 2.5 and 5 years after TAP starts. Axon may ship the Body-Worn Upgrade at year 2.5 without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. In year 5, Axon may ship the Body-Worn Upgrade 60 days before the end of the TAP Term without prior confirmation from Agency.

7.1. **TAP as a Stand-alone.** If Agency purchased TAP as a standalone, Axon will provide a Body-Worn Upgrade that is the same or like product, at Axon's option. Axon makes no guarantee the Body-Worn Upgrade will utilize the same accessories or Axon Dock. If Agency wants to change product models for the Body-Worn Upgrade, Agency must pay the price difference between the MSRP of the offered Body-Worn Upgrade and the MSRP of the model Agency is acquiring. The MSRP will be the MSRP in effect at the time of the upgrade. Axon will not provide a refund if the MSRP of the new model is less than the MSRP of the offered Body-Worn Upgrade.

7.2. **OSP or Unlimited TAP.** If Agency purchased Axon Evidence Unlimited or an OSP, Agency may choose a new on-officer video camera of Agency's choice.

8 **TAP Dock Upgrade.** If Agency purchased TAP for Axon Dock, Axon Evidence Unlimited, or an OSP, Axon will upgrade the Axon Dock with a new Axon Dock ("**Dock Upgrade**"). If Agency purchased 3 years of Dock TAP, Axon will provide the Dock Upgrade 3 years after TAP starts. If Agency purchased 5 years of Dock TAP, Axon will provide a Dock Upgrade 2.5 and 5 years after TAP starts. The Dock Upgrade at year 2.5 will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for body camera compatibility.

Axon may ship the Dock Upgrade at year 2.5 without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. In year 5, Axon may ship the Dock Upgrade 60 days before the end of the TAP Term without prior confirmation from Agency. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like product, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock model that is the same or like product, at Axon's option.

If Agency would like to change product models for the Dock Upgrade or change the number of bays, Agency must pay the price difference between the MSRP for the offered Dock Upgrade and the MSRP for the model desired. The MSRP will be the MSRP in effect at the time of the upgrade. Axon will not provide a refund if the MSRP of the new model is less than the MSRP of the offered Dock Upgrade.

9 **Return of Original Product.** If Axon provides a warranty replacement 6 months before the date of a Body-Worn Upgrade or Dock Upgrade, that replacement is the upgrade. Within 30



## Master Services and Purchasing Agreement

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days of receiving a Body-Worn or Dock Upgrade, Agency must return the original Products to Axon or destroy the Products and provide a certificate of destruction to Axon including serial numbers for the destroyed Products. If Agency does not return or destroy the Products, Axon will deactivate the serial numbers for the Products received by Agency.

- 10** **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
- 10.1.** TAP and OSP coverage terminates as of the date of termination and no refunds will be given. Axon will not provide the free upgrades.
  - 10.2.** Agency makes any missed payments due to the termination before Agency may purchase any future TAP or OSP.
  - 10.3.** If any OSP terminates before the end of the OSP Term, Axon will invoice Agency the difference between the MSRP for Products received and amount paid towards those Products. If terminating for non-appropriations, Agency may return Products to Axon within 30 days of termination. MSRP is the standalone price of the individual Product at time of sale. For bundled Products, MSRP includes the standalone price of all individual components.



## Master Services and Purchasing Agreement

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The "Delta Logo," the "Axon + Delta Logo," Axon, Axon Commander, Axon Convert, Axon Detect, Axon Dock, Axon Evidence, Axon Five, Axon Forensic Suite, Axon Interview, Axon Mobile, Axon Signal Sidearm Evidence Sync, TASER, TASER 7, and TASER CAM are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information visit [www.axon.com/legal](http://www.axon.com/legal). All rights reserved. © 2018 Axon Enterprise, Inc.



# County of Inyo



## Treasurer/Tax Collector

### CONSENT - ACTION REQUIRED

**MEETING:** December 17, 2019

**FROM:** Alisha McMurtrie, Nathan Reade

**SUBJECT:** Contract for software services to support Cannabis and Transient Occupancy Tax (TOT) processing and taxation.

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**RECOMMENDED ACTION:**

Request Board: A) declare HdL SOFTWARE, LLC of Brea, CA a sole-source provider of business licensing software services; B) approve the contract between the County of Inyo and HdL SOFTWARE, LLC of Brea, CA for the provision of business licensing software services in an amount not to exceed \$57,000.00 for the period of January 1, 2020 through December 31, 2020, contingent upon the Board's approval of future budgets; and C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

Hdl SOFTWARE, LLC PRIME Solution Software provides a web-based business license, application, and taxation platform that will support the business practices of the Treasurer-Tax Collector and The Agriculture Commissioner whose duties include processing the applications, issuing the corresponding licenses, and the billing and collection of the appropriate taxes for HTOT, commonly known as Bedtax, and the County Cannabis program. In addition, all other departments who play a role in the review and approval of various business licenses issued by the County, will have access to the platform to complete their work. The data will be housed in a central location, available to authorized users. An electronic workflow process is part of this system and will contribute enormously to efficiencies, and should expedite processing. As a hosted solution, there will be impact to the Information Services department, but it should be minimal.

The Bedtax program has ceased functioning. Since the onset of short-term rentals, the program no longer allows the department to add any new licensees' resulting in the need to track these operators offline on Excel spreadsheets. We are required to manually create the tax returns for these operators which has added considerably to the processing time, diverting staff from other required tasks. All requested analysis or reporting must be compiled manually and takes additional time to prepare. The Treasurer-Tax Collector and Planning departments have review and approval roles in this area.

The County Cannabis Program includes the application process, review and rating process, licensing process, and the taxation process. This currently is being managed with Excel spreadsheets in various departments. Agriculture Weights & Measures, Sheriff, Planning, Environmental Health, and Public Works all have roles in the review and approval process for Cannabis applicants. Upon approval of a license, the Treasurer-Tax Collector's office begins the taxation process. Moving the required documents between departments is laborious and time is being lost to inefficiencies.



The Treasurer-Tax Collector will soon be conducting a workshop with your Board to open a dialogue to gauge the interest to implement a business license program in the unincorporated area of Inyo County. This has long been a recommendation of the Treasurer-Tax Collector and the former Sheriff, Bill Lutz. Sheriff Hollowell has not yet had the opportunity to weigh in on this subject. Should the County choose to move forward with a business license program, PRIME Software Services will be in position to accommodate those needs immediately. The County would not be in a position to roll out a business license program without first having the appropriate software in place.

### **SOLE SOURCE REQUEST FOR PROFESSIONAL SERVICES**

The Department is requesting to Sole Source HdL SOFTWARE, LLC for professional services that we are unable to provide internally. The ability to provide the calculations for various types of taxation, custom form creation, custom reporting features, internal electronic workflow process, and a public facing portal for our mutual clients is a unique niche with limited providers. HdL SOFTWARE, LLC is a California based company and has been in on the ground floor when it comes to the Cannabis licensing, business licensing, and taxation.

### **BACKGROUND/HISTORY OF BOARD ACTIONS:**

The Treasurer-Tax Collector's office is responsible for processing, billing, collecting and reporting TOT for all hotel, motel, and short-term rental operators located in the unincorporated area of Inyo County. Our current in-house system has failed leaving the Department in a position to manually bill and track approximately 50% of our active accounts.

The County does not currently have a software support system for any portion of the Cannabis Regulation processes or the taxation processes. The Treasurer-Tax Collector's and Agriculture Weights & Measures Commissioner's departments are reliant upon using Excel spreadsheets to track all Cannabis related activities.

In order to provide, efficient, timely services and information to our clients, external reporting services, and your Board, our departments need the support this software system will provide.

### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board can choose not to approve the Contract with HdL SOFTWARE, LLC. This is not recommended due to the onset of the failure of the current HTOT taxation system and the absence of a Cannabis Management Program. The departments current use of Excel to manage multi-million dollars in revenues allows for a higher level of risk to seep into the process. We can continue using Excel to manage these programs, but I would not recommend any future business license program without the support of a software system.

### **OTHER AGENCY INVOLVEMENT:**

These departments are all involved in the processing of either (or both) Cannabis or TOT related processes: Sheriff, Planning, Environmental Health, Public Works Building & Maintenance, and the Assessor.

### **FINANCING:**

This contract will be initially funded out of CAO Economic Development, Budget #010202, Professional Services, Object Code #5265. However, the Treasurer-Tax Collector and the Ag Commissioner will be adjusting their budgets to reimburse the Economic Development Budget during the Mid-Year Financial Budget Review Process as appropriate.

### **ATTACHMENTS:**

1. HdL Prime Software Agreement

### **APPROVALS:**

Alisha McMurtrie

Created/Initiated - 11/19/2019

Darcy Ellis	Approved - 11/19/2019
Alisha McMurtrie	Approved - 12/2/2019
Denelle Carrington	Approved - 12/2/2019
Nathan Reade	Approved - 12/3/2019
Scott Armstrong	Approved - 12/4/2019
Aaron Holmberg	Approved - 12/4/2019
Sue Dishion	Approved - 12/5/2019
Amy Shepherd	Approved - 12/5/2019
Marshall Rudolph	Final Approval - 12/13/2019

## AGREEMENT FOR BUSINESS LICENSE SOFTWARE AND SERVICES

This Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2019 (the "Agreement Date"), by and between the **COUNTY OF INYO, CA**, a municipal corporation hereinafter referred to as COUNTY, and **HDL SOFTWARE LLC**, a California company, hereinafter referred to as HDL.

WHEREAS, COUNTY desires to enforce its business license ordinance to ensure that all persons and organizations doing business within the County are licensed; and

WHEREAS, HDL has the programs, equipment and personnel required to deliver the services referenced herein;

THEREFORE, it is agreed by COUNTY and HDL as follows:

### 1. SCOPE OF SERVICES

Specific services to be performed by HDL are as described in **Exhibit A**. Includes scope, schedule, support, and system requirements.

### 2. COMPENSATION

County agrees to compensate HDL for services under this Agreement as described in **Exhibit B**.

### 3. TERM OF AGREEMENT

The term of this Agreement shall commence on the Agreement Date and shall continue each year thereafter until termination is requested. The process for termination can be found in **Exhibit C**.

### 4. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions for this Agreement are as described in **Exhibit C**.

### 5. NOTICE

All notices required by this Agreement shall be given to the County and to HDL in writing, by personal delivery or first-class mail postage prepaid, addressed as follows:

County	County of Inyo 224 N. Edwards Street Independence, CA 93526
HDL	HdL SOFTWARE, LLC 120 South State College Blvd., Suite 200 Brea, CA 92821

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

**COUNTY OF INYO, CA**

**HDL**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Robert Gray  
President, HdL Software LLC

**APPROVED AS TO FORM:**

\_\_\_\_\_  
County Attorney

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**EXHIBIT A - SCOPE OF SERVICE**

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**1. Prime Software System**

- 1.1. **County Management Support** - HdL will assist the County in evaluating current policies and procedures in order to enhance operational efficiency. This may include suggestions to redesign forms/reports, implement new processes, or adopt new strategies for improving communication with the business community and other County departments.
- 1.2. **Data Conversion** - HdL will convert the County's existing data. If County is migrating from HdL "Classic" Business License, County will provide a current backup of the existing Microsoft Access or Microsoft SQL Server HdL database. If County is converting from another vendor's software, the County agrees to provide its current data in ASCII delimited file format, SQL Server backup, or another format agreed upon between HdL and the County; along with a file layout detailing the content of the file. This data will be required a minimum of two times during the conversion process. The County understands that the second (and any subsequent) data set must be provided in the same format and layout as the first data set. Any inconsistencies between the first and second data sets will result in a delayed installation date and additional charges for conversion.

**1.3. Implementation**

**1.3.1. HdL's responsibilities**

- 1.3.1.1. **Project manager** - HdL will provide a project manager (PM) to guide the software implementation process. The primary responsibility for the HdL PM is to ensure successful and timely completion of each step of the software implementation schedule. The HdL PM will work closely with the County's designated project manager to define the software implementation schedule, identify County needs and configure the software accordingly, validate the data conversion, provide user training, and generally shepherd the County through the software implementation process.
- 1.3.1.2. **IT support** - HdL will provide a dedicated IT staff member to provide IT support during the software implementation process. This individual will provide the necessary instruction and assistance in order to install the software in the County's computing environment and will provide any needed technical support.
- 1.3.1.3. **Training** - HdL will provide software training as defined in the agreed upon software implementation schedule. This generally consists of one (1) training session. The size and participants of each training session will be determined by the HdL PM and the County's designated project manager.
- 1.3.1.4. **User manual** - HdL will provide access to a digital copy of the software user manual. The County may use the manual as needed for internal use by County staff. The user manual contains proprietary and confidential information, and as such is bound by the confidentiality portion of this agreement. The user manual may not in any circumstances be distributed to any 3<sup>rd</sup> party or any individual that is not a current County staff member responsible for using or maintaining the software.

**1.3.2. County's responsibilities**

- 1.3.2.1. **Project manager** - The County will designate a staff member to serve as the County's project manager (PM). This individual must be intimately involved in the daily business processes which the software will automate, and be empowered to make, or quickly secure from management, decisions required for the implementation of the software. The primary responsibility for the County PM is to ensure that all County responsibilities during the software implementation are met according to the agreed upon software implementation schedule. The County PM will be instrumental in the successful implementation of the software; working closely with the HdL PM to verify data conversion, review and approve reports, establish business rules, and configure all aspects of the software.
- 1.3.2.2. **IT support** - The County will designate an IT staff member to work with HdL staff throughout the software implementation process. This individual must be knowledgeable about the County's computing environment and be authorized to manage the SQL Server database and install and configure software on the network server and workstations. The primary responsibility of the County's IT designee is to provide data to HdL for conversion (if required),

- install the SQL Server database, and install the software in the County's computing environment.
- 1.3.3. **Schedule** – The default timeline for complete implementation (including “Go Live”) of the software is approximately 60 days from the start of implementation. When the Agreement is signed by all parties, HdL will immediately work with the County to establish a specific implementation schedule.
- 1.4. **Payment Gateway** - For online payment functionality HdL's solutions include built in payment gateway services supporting both credit card and eCheck transactions. If a different payment gateway is required, there will be a development cost of up to \$7,500 to establish the custom payment gateway integration.
- 1.5. **Maintenance and Support**
- 1.5.1. **Customer Support** - HdL will provide customer support by telephone, email and the web during the term of this Agreement. In the United States, no charge support is available as follows: For customer support between the hours of 8:00 am and 5:00 pm Pacific time, Monday through Friday, email support@hdlcompanies.com or call the HdL offices at (909) 861-4335 and ask for software support. For technical support before 8:00 am or after 5:00 pm Pacific time, Monday through Friday (or anytime Saturday), email 911@hdlcompanies.com and an HdL staff member will be paged. Please only include your name, agency and contact # in emails to 911@hdlcompanies.com. You will be contacted as soon as possible.
- 1.5.2. **Support Policy Regarding Reports** - HdL will assist with modifications to reports as needed during the term of this agreement. Typical report modifications require 7 to 10 business days to complete. Very complex reports or reports required in a very short time frame may incur development costs, in which case an estimate will be provided for approval before the work is begun.
- 1.5.3. **Software Upgrades** - Except to the extent that upgrades of the software include new modules or features not previously offered as part of the software as of the date hereof, County is entitled to upgrades of the software within the terms of this Agreement. Though rare, additional costs may apply depending on the extent of the upgrade. Potential additional costs include training, consulting, configuration, or other requested services.
- 1.5.4. **Outside Connections to HdL Database** - HdL programs rely on the integrity of the database to operate properly. As such, it is critical that any outside connection to the database be implemented with HdL's full knowledge and participation. Only “read only” connections will be established to the HdL database. No modifications will be made to the HdL database, including database/table design and data content. Any repair work necessary due to violations of the above items will not be covered by the Software Use Fee, and as such will be billable to the client on a time and material basis. The County shall contact HdL for instructions if any added functionality is required, including reading additional data or writing to the HdL database.
- 1.6. **System Requirements** – These system requirements are only applicable if the HdL system will be deployed directly on the County's equipment. If the County opts to utilize HdL's hosting services, see the hosting services section for system requirements.
- 1.6.1. **On site deployment** – The software and database will be installed on the County's network on hardware supplied by the County. Any specifications provided below indicate minimum requirements. It is the County's responsibility to ensure that any hardware used to host the software/database or run the client application meets the specifications dictated by the operating system and any software/services hosted by the hardware. For example, minimum operating system specifications will not be sufficient if the file server is also hosting the County's email system.
- 1.6.1.1. **Application Server Specifications** - The application server will host the HdL Prime web service, which serves as the HdL Prime business layer. The HdL Prime web service uses the Microsoft Windows Server with IIS platform. The following versions are supported: MS Windows Server 2008 or later, with IIS v7.0 or later. The application server should have at least 200 megabytes of space available.
- 1.6.1.2. **Database Server Specifications** - The database server will host all application data. The database server should be dedicated to server related functions. Using a client's PC as the database server in a multi-user environment is not supported. HdL Software systems use the Microsoft SQL Server database platform. The following versions are supported: MS SQL Server 2008 R2 or later (SQL Express variants also supported). Any server operating system supported by the selected version of SQL Server is supported as a database server; provided it meets the

hardware specifications indicated by both the operating system and the version of SQL Server. The database server should have at least 50 gigabytes of space available to allow for the initial database and growth.

- 1.6.1.3. **Workstation Specifications** - The software will be run on the client workstation. HdL Prime is deployed to the workstation via a click once installer. The Crystal Reports and .NET 4.x runtimes will also need to be installed on the workstation. The following hardware recommendations are based on user feedback regarding performance levels: Intel Core i3 or equivalent CPU, 4+GB Memory, 1280x1024 screen resolution, MS Windows 7/8/10 operating system.
  - 1.6.1.4. **Network Specifications** - The software communicates via web services and is designed to operate efficiently over the network. High-speed local area network connections are always helpful, but Prime will also run without difficulty over slower WAN connections such as T1 or mobile broadband.
  - 1.6.1.5. **Printer Specifications** - The software is designed to work with laser printers. A PCL compliant laser printer is recommended. Each make and model of printer has different drivers and therefore has slightly different results when printing. We design forms/reports using HP LaserJet printers.
2. **Hosting Services** – HdL’s hosting services offload the majority of IT concerns to HdL’s hosting team; including system upgrades, hardware and software maintenance, database management, and disaster recovery. The County will be responsible for maintaining its workstations and a reliable internet connection. HdL will handle the rest. Website functionality will be hosted using a County specific sub-domain on HdL’s special purpose hdlgov.com domain.
- 2.1. **System Requirements**
- 2.1.1. **Workstation Specifications** – Workstations will access the software through a remote application session with HdL’s hosting service. All workstations require 4+GB Memory, 1280x1024 screen resolution, and MS Windows 7/8/10 operating system.
  - 2.1.2. **Network Specifications** – HdL’s hosted service requires reliable, high speed internet connectivity. High-speed local area network connections are always helpful, but Prime will also run without difficulty over slower WAN connections such as T1 or mobile broadband.
  - 2.1.3. **Printer Specifications** - The software is designed to work with laser printers. A PCL compliant laser printer is recommended. Each make and model of printer has different drivers and therefore has slightly different results when printing. We design forms/reports using HP LaserJet printers.

**EXHIBIT B - COMPENSATION**

**1. Prime Software System**

**One Time Project Costs**

Item	Price	Comments
Prime Business License - Software License Fee	\$24,000.00	5 Named Users
Prime Web Module	Included	Must use FIS Global payment gateway. No cost set-up
Development of Jet Pay payment gateway integration if County does not select FIS Global as credit card payment gateway.	\$5,000.00	Technical specifications needed. Additional charges may or may not be necessary.
Transient Occupancy Tax and Cannabis Tracking	\$5,500.00	Includes Implementation of fees/rates, 1 basic renewal form for each
Implementation	\$5,000.00	Project management, installation, configuration, report design, training, etc.
Data Conversion	6,000.00	Up to 30hrs of data conversion work. Above 30hrs, time and material.
Travel Expenses	At Cost	At Cost
Training Costs – 1 day	Included	Included Additional days available at \$2000/day
<b>TOTAL</b>	<b>\$45,500.00</b>	<b>Total one-time costs</b>

**Recurring Costs**

Item	Price	Comments
Annual Software Use Fee	\$6,300.00	Due at Prime core system "Go Live". Renewed annually + CPI
HdL Hosting Services	\$5,160.00/Year	15 total remote users. Billed Annually. Additional Users @\$15.00 each/month

- 1.1. **Software License Fee** - The license fee includes the use of the software by the specified number of users, software user manual in digital format, and all standard forms and reports. Additional user licenses are available for \$1,500 license fee plus \$400 annual software use fee.
- 1.2. **Annual Software Use Fee** - The software use fee is billed annually and provides for ongoing customer support and updates to the software. The software use fee shall be adjusted at the beginning of each calendar year by the change in the Consumer Price Index – West Urban (CPI-WU) as reported by the Bureau of Labor Statistics. Each CPI adjustment will not be less than two percent (2%) or greater than ten percent (10%). The software use fee shall also be adjusted to include any amounts paid for any County licenses or permits which were required for this service.
- 1.3. **Implementation** - The implementation fee covers all efforts involved for installation and configuration of the software. This includes one session of pre-installation and process evaluation, one session of "go live" training, installation support, design and programming of standard forms and reports, and configuration of the software.



- 1.4. **Data Conversion** – Data will be converted from the County provided source files. Includes one (1) conversion when migrating from an HdL system, and two (2) conversions when migrating from another vendor’s system. Additional conversions of the same source data can be performed, upon request, at a cost of \$2,500 per conversion. The source files must be provided in the same format for all conversions, otherwise custom programming costs will apply in order to accommodate the varying data formats. Data conversion includes up to 30 hours of developer time. Any work above 30 hours will be charged at the current developer hourly rate.
  - 1.5. **Travel Expenses** - Travel and lodging expenses are billed at cost and apply to all meetings; including process, pre-installation, installation, training, and support. HdL is dedicated to conserving public funds and ensures any travel costs are indeed required and reasonable.
  - 1.6. **Parcel Data** - HdL Prime includes comprehensive land management functionality. There are three ways to acquire the parcel data.
    - 1.6.1. If the County is a client for HdL property tax services, the parcel data will be provided at no cost.
    - 1.6.2. If the County is not a client for HdL property tax services, the parcel data may be purchased from HdL.
    - 1.6.3. If the County wishes to use any other source of parcel data, HdL can work with the County to create a re-useable import utility. The development of this utility will be billed on a time and material basis. Once the source data has been reviewed, a statement of work will be provided including a cost estimate.
  - 1.7. **Customizing Services** - The software is a table-driven system and has been developed to meet almost all of the needs of a County. However, should the need occur, HdL is available to provide custom enhancements to the software on a pre-determined time and material basis. No work shall be performed without prior written approval of the County.
  - 1.8. **Payment Schedule** – Compensation for the contract amount shall be as follows:
    - 1.8.1. One-time project costs and the first year Software Use Fee. 60% shall be due and payable within 30 days of the effective date of the Agreement. 30% within 60 days of the effective date of the Agreement. 10% within 30 days of full system delivery or first production use of the system, whichever comes first.
    - 1.8.2. Travel Expenses. Travel and lodging expenses are billed at cost as they are incurred. Travel expenses shall be due and payable within 30 days of the billing date.
    - 1.8.3. Annual Software Use Fee. The software use fee will be invoiced each year on the anniversary of the effective date of the Agreement and shall be due and payable within 30 days of the invoice date. The software use fee billing cycle can be prorated as needed should the County desire an alternative billing cycle.
2. **Hosting Services** - hosting services are billed annually in advance. Includes software and data hosting and disaster recovery services. Hosting fee may be revised with three (3) months advance notice to account for changes in market costs related to hosting, such as internet bandwidth, power, and related equipment or service costs. The base fee provides for 3 named user connections to the system.

Service	Compensation
Monthly Hosting (15 total named remote user connections)	\$5,160.00/Year
Additional Named User Connections	\$15/month/user

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

- A. **OWNERSHIP OF MATERIALS, CONFIDENTIALITY.**
- a. **Software License.** If access to any HdL software systems are provided to County as part of this Agreement, HdL hereby provides a license to the County to use HdL's software while the associated service is in effect through this Agreement. The software shall only be used by the County. The County shall not sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of said software. The license granted hereunder shall not imply ownership by County of said software, rights of the County to sell said software, or rights to use said software for the benefits of others. This license is not transferable. County shall not create any derivative work or product based on or derived from the Software or documentation or modify the Software or documentation without the prior written consent of HdL. In the event of a breach of this provision (And without limiting HdL's remedies), said modification, derivative work or product based on the Software or documentation is hereby deemed assigned to HdL. Upon termination, the software license shall expire, all copies of the software shall be removed from the County's computers and network and all digital copies deleted or otherwise destroyed.
  - b. **Agency Data.** HdL acknowledges that the data provided by the County ("Agency Data") during the course of this Agreement is the property of the County. County authorizes HdL to access, import, process and generate reports from the Agency Data with its various proprietary systems. No confidential or otherwise sensitive information will be released. If appropriate, at the termination of this Agreement the Agency Data will be made available to the County in a format acceptable to both the County and HdL.
  - c. **Consultant Proprietary Information.** As used herein, the term "proprietary information" means any information which relates to Consultant's software systems, audit processes or related services, techniques, or general business processes. County shall hold in confidence and shall not disclose to any other party any Consultant proprietary information in connection with this Agreement, or otherwise learned or obtained from the Consultant in connection with this Agreement. The obligations imposed by this Paragraph shall survive any expiration or termination of this Agreement. The terms of this section shall not apply to any information that is public information.
- B. **OPTIONAL SERVICES.** Optional services beyond the scope of this Agreement are available at HdL's hourly rates in effect at the time service is requested. HdL will provide County a Statement of Work specifying the scope, timeline, and cost for the requested service. Depending on the personnel assigned to perform the work, HdL's standard hourly rates range between \$195.00 and \$325.00 per hour.
- C. **MISCELLANEOUS EXPENSES.** HdL will notify the County of any miscellaneous expenses and request authorization to proceed. HdL will not be reimbursed for any miscellaneous expenses unless authorized by the County. Miscellaneous expenses may include travel, lodging and meal expenses, and other expenses which are above and beyond the ordinary expenses associated with performance of this Agreement.
- D. **PRICING ADJUSTMENTS.** All pricing listed in this Agreement will be honored during initial implementation of the services. Any additional/optional services needed after services are active will be provided using the pricing currently established at the time the service is requested.
- E. **LICENSE, PERMITS, FEES AND ASSESSMENTS.** HdL shall obtain such licenses, permits and approvals (collectively the "Permits") as may be required by law for the performance of the services required by this Agreement. County shall assist HdL in obtaining such Permits, and County shall absorb all fees, assessments and taxes which are necessary for any Permits required to be issued by County. If County requires payment for such Permits, the associated costs will be included with the next invoice.
- F. **INSURANCE REQUIREMENTS.** HdL shall maintain the policies set out below, and in amounts of coverage not less than those indicated herein. Additionally, where required by County, HdL shall name the County as an additional insured and provide a Certificate of Insurance.
- a. **Worker's Compensation and Employer's Liability** - In accordance with applicable law.
  - b. **Comprehensive General Liability** - Bodily injury liability in the amount of \$1,000,000 for each person in any one accident, and \$1,000,000 for injuries sustained by two or more persons in any one accident. Property damage liability in the amount of \$1,000,000 for each accident, and \$2,000,000 aggregate for each year of the policy period.
  - c. **Comprehensive Automobile Liability** - Bodily injury liability coverage of \$1,000,000 for each accident.
  - d. **Errors and Omissions** - In addition to any other insurance required by this Agreement, HdL shall provide and maintain, during the term of this Agreement, professional liability insurance in the amount of \$1,000,000 as evidenced by a Certificate of Insurance.
- G. **TERMINATION.** This Agreement, or individual services provided by this Agreement, may be terminated as follows:
- a. **Software** – Software services may be terminated by either party upon written notice at least 90 days prior to the end of the established annual billing cycle. Software services are provided on an annual basis. No credit will be provided for any unused portion of the annual term. Upon termination, the software license shall expire and (a) County will immediately remove the software from computers, servers and network, and destroy or erase all copies of the software and any Proprietary Information and confirm destruction of same by signing and returning to HdL an "Affidavit of Destruction" acceptable to HdL, and (b) upon County's request, HdL will assist in extracting the County data in a format acceptable to both the County and HdL.

- b. **Services** - County may discontinue a service by sending a letter of intent to HdL at least 90 days prior to desired last date of service.
- H. **INDEPENDENT CONTRACTOR.** HdL shall perform the services hereunder as an independent contractor. No agent, representative or employee of HdL shall be considered an employee of the County.
- I. **NON-ASSIGNMENT.** This Agreement is not assignable either in whole or in part by HdL or the County without the written consent of the other party.
- J. **GOVERNING LAW.** The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement.
- K. **COOPERATIVE AGREEMENT.** It is intended that any other public agency (e.g. County, county, district, public authority, public agency, municipality, or other political subdivision of California) located in the State of California shall have an option to procure identical services as set forth in this Agreement. The County of Inyo shall incur no responsibility, financial or otherwise, in connection with orders for services issued by another public agency. The participating public agency shall accept responsibility for securing services or making payments to the vendor.
- L. **INDEMNIFICATION.** HdL shall indemnify and hold harmless County and its officers, officials and employees from any liability for damage or claims for personal injury, including death, as well as from claims for breach of confidentiality or property damage, including attorney fees, which may arise out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of HdL, its officers, agents and employees under this Agreement. County shall indemnify and hold harmless HdL, its officers, agents and employees, from any liability for damage or claims for personal injury, including death, as well as from claims for breach of confidentiality or property damage which may arise from County's negligent acts, errors or omissions under this Agreement.



# County of Inyo



## Water Department

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** December 17, 2019

**FROM:** Water Department

**SUBJECT:** Appointment of Two Applicants to fill Vacancies on the Inyo County Water Commission

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**RECOMMENDED ACTION:**

Request Board consider the Letters of Interest received for appointment to the Water Commission and appoint two Water Commissioners with terms ending December 31, 2023.

**SUMMARY/JUSTIFICATION:**

The Inyo County Water Commission currently has one vacancy and one member whose term expires December 31, 2019. The Clerk of the Board has advertised these vacancies in accordance with County policy. Mr. Nathaniel Gratz has submitted a Letter of Interest seeking reappointment to the Commission to fill a four (4) year term of office ending December 31, 2023. Additional requests for appointment (attached) were received from Mark Nechodom and Holly Alpert.

In accordance with County Policy, if the number of requests for appointment exceeds the number of vacancies, the department head, or his/her designee, responsible for overseeing the committee/commission will invite the applicants to submit a more robust application and/or resume that will be presented to the Board of Supervisors as part of its deliberation process. The department head, or his/her designee, will also invite the applicants to appear at the meeting where the Board of Supervisors will be making the appointments to the commission/committee, at which time the applicants should be prepared to answer questions as the Board considers each candidate's qualifications.

Letters to the applicants inviting them to submit additional information or attend the meeting in person were sent on December 3. All information received from the applicants is attached.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

Per Resolution 99-43 adopted July 27, 1999, Sec B - The Inyo County Water Commission shall be residents of Inyo County. Members of the commission need not have particular professional training, skills or experience, but commission members should have knowledge of the problems and issues arising from the extraction and use of the water resources of the Owens Valley and Inyo County. Sec C - This Board shall appoint members of the Inyo County Water Commission. Except as provided below, members of the Commission shall serve for a four-year term. In selecting members of the commission, this Board shall attempt to appoint applicants who reside throughout the Owens Valley and Inyo County.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Not appoint a Commissioner at this time, and re-advertise to fill the vacancies.

**OTHER AGENCY INVOLVEMENT:**

None

**FINANCING:**

Water Commission stipends and travel expenses are paid from the Water Department budget (024102)

**ATTACHMENTS:**

1. Nate Gratz - Water Commission
2. Mark Nechodom - Water Commission
3. Holly Alpert - Water Commission
4. Nate Gratz - Letter 2
5. Holly Alpert - Letter 2 (and CV)

**APPROVALS:**

Laura Piper	Created/Initiated - 12/3/2019
Aaron Steinwand	Approved - 12/3/2019
Darcy Ellis	Approved - 12/4/2019
Amy Shepherd	Approved - 12/4/2019
Sue Dishion	Approved - 12/4/2019
Marshall Rudolph	Approved - 12/4/2019
Aaron Steinwand	Final Approval - 12/6/2019

**Darcy Ellis**

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**From:** NATHANIEL GRATZ <nategratz17@gmail.com>  
**Sent:** Tuesday, November 26, 2019 7:07 PM  
**To:** Darcy Ellis  
**Subject:** INYO COUNTY WATER COMMISSION

Dear Inyo County Board of Supervisors,

I would like to be reappointed and keep my seat on the Inyo County Water Commission to complete term ending December 31, 2023.

I have enjoyed being part of the commission for the last two years. I would like to continue to serve our county and community.

Sincerely,

Nathaniel Gratz

Mark Nechodom, PhD  
82 Virginia St.  
Bishop, CA 93514  
916-591-1444 | Mark@Nechodom.com



09/20/2018

Inyo County Board of Supervisors  
P.O. Box N  
Independence, CA 93526

RECEIVED  
2019 NOV 20 PM 4:39  
INYO COUNTY  
ADMINISTRATIVE  
CENTER

Dear Members of the Board,

I am interested in an appointment to the Inyo County Water Commission.

My career has spanned teaching in academia, research and publication in government science organizations, and serving in senior executive positions in state and federal agencies. I have served two presidents and two governors in senior positions, and have a seasoned sense of how science, policy and politics intertwine.

My direct experience with water policy in the western states comes through three different pathways. First, and most recently, as Director of the California Department of Conservation, I had oversight and decision-making responsibilities in oil and gas regulation, mine reclamation, and farmland conservation. In this position, I interacted regularly with the State Water Resources Control Board and several of the Regional Water Quality Control Boards. Both water supply and water quality protection were regular topics of concern. During my tenure, my professional and legal staff and I worked closely with Senator Pavley, SWRCB Chair Marcus and her staff on key provisions of the Sustainable Groundwater Management Act of 2014.

Second, as both a senior advisor to USDA Secretary Vilsack and Director of the new USDA Office of Environmental Markets, I worked across the country and internationally on scientific methodologies and policy changes to bring public and private finance to green infrastructure approaches for water conservation and pollution control. In several cases, we supported key innovations in the development of TMDLs that included environmental markets for water quality trading programs. In coordination with the Environmental Law



Institute and several universities, we evaluated over 65 different water trading programs in the US and Latin America. At the request of Congress, USDA brought proposals for changes in federal law and policy that would support greater private capital investment in green infrastructure programs.

Finally, early in my academic career, I developed and taught courses in coordination with King Hall School of Law at UC Davis on western water law and policy. I further led research on US-Mexico cross-border issues with the International Boundary and Waters Commission in California, Arizona and New Mexico.

While much of my scientific and political career has covered a broad array of environmental and conservation issues, water continues to be a keen interest of mine. Having recently retired from government service and moved to the Eastern Sierra, I wish to continue to be of service in the public sector. A position on the Commission would allow me to both learn about and contribute to our collective water futures in the Owens Valley and Inyo County.

I look forward to following up with the Board to see how I might best serve the County. Please feel free to contact me by email and/or phone at your convenience.

Sincerely,

*Mark Nechodom, PhD*





# Mark Nechodom, PhD

[mark@nechodom.com](mailto:mark@nechodom.com) | 916-591-1444

## Senior-Level Environmental Executive

Experienced executive team leader with practical expertise in all facets of organizational management, public policy development and implementation. CEO-level understanding of strategic organizational investment and change. Science-oriented mastery in public policy and scientific communication of science across a wide array of sectors and demographics. Skilled collaborator across private, public, non-profit, and government organizations to achieve strategic objectives and innovative change. Instrumental in streamlining and improving systems, processes, and fundraising to achieve organizational goals. Experienced team leader in NEPA, CEQA and environmental documentation.

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### PROFESSIONAL EXPERIENCE

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**Cerro Coso Community College, Bishop, CA**

2019-present

**Adjunct Professor, Social Sciences**

Serving as a part-time instructor of political science and history within the Kern Community College District

- ◆ Teach courses in American Government, US History and other social sciences as needed.
- ◆ Serve on curriculum development and service committees within the Community College District

**Montana Department of Agriculture, Helena, MT**

2017 – 2019

**Administrator (retired)**

Second in command at the Montana Department of Agriculture:

- ◆ Served as the Director's representative in policy and judicial matters before the MT Department of Agriculture and before the Montana State Legislature.
- ◆ Promoted Montana's world renown in wheat, barley and pulse crop production and maintaining Montana's international prominence as a commodity-producing state.
- ◆ Supported rapid growth in Montana's Organic Agriculture production and leading significant programmatic development in Food Safety.
- ◆ Led three bureaus in overseeing over 20 regulatory and compliance programs, including pesticides, commodity exchanges, feed and fertilizer regulations, analytical laboratory operations, noxious weed management, and nursery and apiary registration and inspection.
- ◆ Supported the Director in development of legislation, policy and rulemaking for effective and efficient program implementation; executing the Director's institutional changes to implement a 21st century agile-matrix organization; focused on customer service and maximum program effectiveness to support the agriculture industry in Montana.
- ◆ Supported the development of new and emerging agricultural crops and enterprises, including hemp production, food safety programs, organic agriculture and value-added processing.

**Nechodom Associates, LLC, Los Angeles, San Francisco, Sacramento, and Washington, DC.**

2015 – 2018

**President**

Energy, Climate and Conservation Consultancy:

- ◆ Provided expert consulting for environmental organizations, public land management agencies, government regulatory agencies, agricultural production and supply chain enterprises, and major oil and gas corporate clients.
- ◆ Focused on positive policy change in a range of issues including sustainability, energy and transportation, climate change, natural resources management, and land conservation.
- ◆ Developed and implemented strategic plans for water and energy infrastructure development, land-based climate mitigation and greenhouse gas emissions reductions, sustainable agriculture, surface mining and reclamation standards, and oil and gas regulation.
- ◆ Served multiple clients in California, Washington DC, several other states, Canada and Mexico.

**California Department of Conservation, Office of the Governor, Sacramento, CA**

2012 – 2015

**Director (Political appointee)**

- ◆ Served as Governor Brown's appointee to lead the California Department of Conservation, including leadership of four Divisions with more than 550 employees and an annual budget of \$100 million.
- ◆ Provided strategic leadership for the department through major regulatory changes, strategic planning, administrative restructuring, and program development.

- ◆ Executed transformations in public health and environmental protection by leading significant changes in oil and gas regulations, surface mining policies, renewable energy development, geotechnical planning, and farmland conservation.
- ◆ Worked in partnership with universities and National Laboratories to evaluate risks and develop policies associated with hydraulic fracturing, advanced recovery of gas and oil, solar and wind energy, and greenhouse gas reductions.
- ◆ Initiated the nation's first greenhouse gas mitigation program based on farmland conservation through the Strategic Growth Council's "Sustainable Ag Lands Conservation" program.

**US Department of Agriculture, Office of the Secretary, Washington, DC**

2008 – 2012

***Senior Advisor to the Secretary for Environmental Markets***

- ◆ Led the development of policies and programs for environmental markets, while generating new opportunities for integrating environmental market strategies into USDA programs at multiple levels.
- ◆ Supervised, coached, and mentored teams to reinforce USDA investment strategies in evolving regional environmental markets, including climate change mitigation, water quality improvement, habitat conservation, and wetlands restoration.
- ◆ Provided expert counsel on investment strategies to the Chiefs of the US Forest Service and the Natural Resources Conservation Service regarding the Farm Bill's annual \$6 billion investment in conservation programs.
- ◆ Achieved regulatory standards and targets for landowners through market-based solutions for water quality and nutrient trading, carbon markets for greenhouse gas reductions, habitat mitigation for endangered species, and a broad range of quantifiable environmental improvements.

**US Department of Agriculture, Office of the Secretary, Washington, DC**

2008 – 2010

***Director, Office of Environmental Markets***

- ◆ Established a new, nation-wide government agency to develop standardized metrics and market infrastructure for ecosystem services, concentrating on policy and market designs for climate mitigation and a national greenhouse gas cap-and-trade program.
- ◆ Served as liaison at senior levels with Federal departments and agencies, including the EPA, Departments of the Interior, Energy, Defense, Commerce, and Transportation. Worked directly with the White House Office of Management and Budget (OMB) and the Council on Environmental Quality (CEQ).
- ◆ Utilized market mechanisms and direct payments for ecosystem services to publish and present advanced approaches to conservation, nationally and internationally (Brazil, Russia, Costa Rica, Mexico, etc.).

**USDA Forest Service, Washington, DC**

2003 – 2008

***Climate Science Policy Advisor, Office of the Chief of the US Forest Service***

- ◆ Advised high-level state officials and federal agency executives, and a variety of stakeholders on climate policy and legislation for California, the western United States, and the US nationally.
- ◆ Partnered with agencies to create and execute policies to mitigate greenhouse gas emissions in support of California's 2006 California Global Warming Solutions Act and the development of California's cap-and-trade program.
- ◆ Represented USDA on the Forest Protocol development team for California's Air Resources Board, in support of Cap and Trade offset protocols.
- ◆ Analyzed and summarized in multiple public presentations and conferences Federal and State carbon markets and greenhouse gas emissions policies.
- ◆ Traveled globally (Latin America, Russia, Europe) representing US climate mitigation strategies, climate science research and support for climate policies.

**USDA Forest Service, Washington, DC and Davis, CA**

2003 – 2008

***Senior Research Scientist, Pacific Southwest Research Station, Sierra Nevada Research Center***

- ◆ Managed daily operations and supervised over 100 scientists and technicians analyzing ecological, social, and institutional challenges associated with natural resources management.
- ◆ Established and managed the Socioeconomic and Institutional Research Section, focusing research on performance measures of ecosystem services and environmental markets, with an emphasis on land-based greenhouse gas emission reductions.
- ◆ Led efforts of the California Energy Commission to utilize forest biomass for energy production, greenhouse gas reductions, and wildfire mitigation by leading a \$3.5 million "Life Cycle Analysis of Forest Biomass, Climate Effects, and Energy Modeling".

- ◆ Earned the prestigious "Two Chiefs Award" from the US Forest Service and the USDA Natural Resources Conservation Service for leadership of the "Alder Springs Fuels Reduction and Carbon Mitigation" study, which established greenhouse gas mitigation protocols for fuel treatments in 3wildfire prone forests in the western United States.
- ◆ Led the Lake Tahoe Watershed Study social sciences team over several years in the Lake Tahoe Basin.
- ◆ Served as lead social scientist in the formation of the California Biodiversity Council (1994-1996) and the establishment of the Sierra Nevada Framework for Cooperation and Collaboration (1998-2002).

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#### EDUCATION

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- **Ph.D., Political Science**, University of California, Santa Cruz, CA
- **Bachelor of Arts, Political and Social Thought**, World College West, San Rafael, CA

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#### SERVICE & SKILLS

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- **Board Member:** Amargosa Conservancy
- **Member:** Society of American Foresters; American Political Science Association; Ecological Society of America.
- **Specialist,** Army National Guard, Armored Division (Honorable Discharge).
- **Volunteer Service:** Habitat for Humanity; Environmental Traveling Companions (Outdoor activities for handicapped); public health and rural development programs in Mexico and Latin America.
- **Visiting Scholar:** University of Montana, Missoula and University of California, Davis (Environmental Policy)
- **Languages:** Fluent in Spanish.

## Darcy Ellis

---

**From:** holly.alpert@gmail.com  
**Sent:** Wednesday, November 27, 2019 9:09 AM  
**To:** Darcy Ellis  
**Cc:** Aaron Steinwand; Laura Piper  
**Subject:** Application for Inyo County Water Commission  
**Attachments:** Alpert\_InyoCountyWaterCommission\_requestforAppt\_20191127.pdf;  
Alpert\_CV\_November2019.pdf

Dear Darcy,

Please find attached two documents comprising my application for the Board of Supervisors to consider for an appointment to the Inyo County Water Commission.

Thanks, and hope you have a warm and happy Thanksgiving.

Holly

Holly Alpert, Ph.D.  
760-709-2212

Program Director  
Inyo-Mono IRWM Program

November 24, 2019

Inyo County Board of Supervisors  
PO Box N  
Independence, CA 93526  
[dellis@inyocounty.us](mailto:dellis@inyocounty.us)

Dear Inyo County Supervisors:

I am pleased to be submitting my application to be appointed to the Inyo County Water Commission. I have been studying and working on water issues in the eastern Sierra since 2003 and am eager to take the next step in my involvement in the water community.

I began coming to the area during my first year of graduate school to contribute to my advisor's research on climate change impacts to ecosystems. As I spent time here, I began to learn about the history of water exports in the Owens Valley and Mono Basin and quickly became fascinated. I dedicated a chapter of my dissertation to examining potential impacts of altered hydrology to the surface water supplies of Mammoth Community Water District.

As I was entering my last year of graduate school in 2008, the Inyo-Mono Integrated Regional Water Management Program (IRWMP) was beginning. They were recruiting for a Program Assistant, and I saw the position as an opportunity to take a first step in a career dedicated to water resources in the eastern Sierra. Twelve years later, I am now the Program for the Inyo-Mono IRWMP. Over 11 years, we have brought over \$4.5 million in programmatic and project grant money to the region to support resilient water systems and healthy ecosystems.

Through my academic career and the IRWM Program, I have endeavored to take a balanced and unbiased approach to water issues, trying to understand all viewpoints and recognizing that many issues have more than two sides. I have worked hard to form and maintain strong working relationships with water stakeholders throughout the eastern Sierra, and I believe these relationships would be beneficial to my participation on the water commission.

Finally, I am fully committed to the public outreach and education aspects of the commission's responsibilities and look forward to deeper engagement with stakeholders on Owens Valley water issues.

I thank you for your consideration of my application.

Sincerely,



Holly Alpert, Ph.D.  
3577 Majestic Way  
Bishop, CA 93514  
760-709-2212  
[holly.alpert@gmail.com](mailto:holly.alpert@gmail.com)

# Holly Alpert, Ph.D.

3577 Majestic Way  
Bishop, CA 93514  
760.709.2212  
holly.alpert@gmail.com

## Education

---

### **University of California, Santa Cruz Ph.D., Environmental Studies (2009)**

- Dissertation Title: Climate Change Implications for Conifer Distribution and Water Resources Management in the Eastern Sierra Nevada, California

### **Wellesley College, Wellesley, MA Bachelor of Arts (1997)**

- Majors: Environmental Science and American Studies
- Graduated *cum laude*; activities included: theatre (directing, writing, technical work); Student Council to the Board of Trustees.
- Conducted tree demography research within campus' forest patches resulting in management recommendations for college's landscape and grounds department.
- Awarded Ethel L. Hersey Prize in American Studies for a play about women and AIDS.
- Inducted into Sigma Xi, the Scientific Research Society.

## Employment

---

### **Inyo-Mono Integrated Regional Water Management Program, Eastern Sierra, CA August 2008 – present**

#### *Program Director (July 2016 – present)*

- Coordinate all activities of Inyo-Mono Regional Water Management Group
- Represent Inyo-Mono IRWM Program at local, regional, and state meetings and conferences
- Seek funding for high-priority projects
- Ensure compliance with state rules and regulations regarding IRWM
- Perform outreach and correspondence with local, regional, and state stakeholders and agencies, including tribes and disadvantaged communities
- Manage state grants

#### *Program Manager (July 2016 – present)*

- Responsible for managing day-to-day operations of IRWM Program, including overseeing staff
- Work with water system managers to secure funding and technical resources for priority projects
- Responsible for incorporating climate change information and planning into Inyo-Mono IRWM Plan
- Lead grant writing efforts for Proposition 84 Planning and Implementation grants, securing \$2.2 million in grant funding for the region
- Serve as Project Manager for CA Proposition 84 Rounds 1 and 2 Planning Grant and Disadvantaged Communities Grant; oversee all work of these grants
- Conduct public and targeted outreach meetings and serve as primary point person for IRWM Program

#### *Project Assistant (August 2008 – February 2011)*

- Assisted in coordination and writing of Phase I Integrated Regional Water Management Plan for eastern Sierra region
- Served as point person for communication with 50+ stakeholders

## Holly Alpert, Ph.D.

- Organized monthly meetings for full stakeholder group and steering committee
- Prepared outreach materials and conduct outreach to new stakeholders

### **California Rural Water Association, Sacramento, CA**

**June 2016 – present**

*Integrated Regional Water Management Program Coordinator*

- Conduct outreach to IRWM regions throughout CA
- Manage grants and oversee work for two disadvantaged community involvement projects in eastern CA and southern CA

### **Devils Postpile National Monument, Mammoth Lakes, CA**

**August 2009 – September 2010**

*Ecologist; Biological Sciences Technician*

- Responsible for developing natural resources program, including research, data/information management, and collaboration with research partners
- Assisted with writing of first-ever General Management Plan and Resources Stewardship Strategy
- Assisted in coordination of cold-air pooling project to assess possible impacts of climate change on the Monument
- Supervised summer climate change intern

### **University of California Santa Cruz, Santa Cruz, CA**

**January 2004 – December 2008**

*Graduate Student Researcher*

- Examined ecological impacts of seawater and brackish water desalination through a CA Proposition 50 grant to Professor Brent Haddad, which included working with partners from Stratus Consulting
- Examined impacts of snow depth change as a proxy for projected climatic changes on vegetation communities in eastern California

### **Earthwatch Institute, Mammoth Lakes, CA**

**Summer 2004, 2005, 2006**

*Resident/Research Assistant*

- Assisted project leader Dr. Michael Loik in hosting groups of exceptional high school students to participate in research at study sites in eastern California

### **Oregon Humane Society, Portland, OR**

**May 2001 – May 2002**

*Development Assistant*

- Managed 40,000+-donor database; recorded daily donations and coordinated tribute gift program; composed thank-you letters to donors; produced other correspondence as directed; served as a liaison between organization and donors

### **Recreational Equipment, Inc., Tigard, OR, and Framingham, MA**

**June 1997 – May 2003**

*Positions held: Customer Service Specialist, Specialty Shop Manager, Specialty Shop Coordinator, Sales Specialist, Office Specialist*

Responsibilities included:

- Assisting customers in returns, ordering process, and other inquiries
- Meeting sales goals in Outdoorwear specialty shop; coordinating and delivering new training programs to staff; facilitating teamwork among all areas of the store; leading group meetings; coordinating day-to-day operations of the store

## Holly Alpert, Ph.D.

- Scheduling 15-30 staff on bi-weekly basis; writing and delivering performance reviews; interviewing, hiring, and training new employees; coordinating daily operations of one department
- Providing excellent customer service in the Bicycling, Paddling, Ski, Climbing, and Camping departments
- Assisting in Grand Opening of Framingham, Mass. location; implementing several office systems; banking and auditing of each day's sales

### Teaching

---

#### University of California, Santa Cruz, Santa Cruz, CA

##### Teaching Assistant, 2004-2006

Plant Physiological Ecology, Political Economy and the Environment, Ecology, and Physical and Chemical Environment

##### Guest Lectures

UC Davis: Environmental Science & Management 121 (Water Science and Management)

- December 2013: Inyo-Mono Integrated Regional Water Management Program

UC Santa Cruz: Environmental Studies 80B (Ecological Forecast for Global Warming)

- Fall 2004: Climate Change Impacts on Freshwater, Marine Systems, and Agriculture
- Fall 2005: Climate Change Impacts on Agriculture and Food Security

UC Santa Cruz: Environmental Studies 162 (Plant Physiological Ecology)

- Winter 2006: Seed and Seedling Ecology

### Peer-Reviewed Publications

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- Dettinger, Michael, **Holly Alpert**, John Battles, Jonathan Kusel, Hugh Safford, Dorian Fougères, Clarke Knight, Lauren Miller, Sarah Sawyer. 2018. Sierra Nevada Summary Report. California's Fourth Climate Change Assessment. Publication number: SUM-CCCA4-2018-004.
- Loik ME, Griffith AB, **Alpert H**, Concilio AL, Wade CE, Martinson SJ. 2015. Impact of intra- vs. inter-annual snow depth variation on water relations and photosynthesis for two Great Basin Desert shrubs. *Oecologia* 10.1007/s00442-015-3224-7
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- Loik ME, **Alpert H**, Griffith AB. 2010. Climate change and snow depth impacts on vegetation at the Great Basin Desert-Sierra Nevada ecotone. Pages 135-155 in Dallmeier F, Fenech A, Maclver D, Szaro R, eds. Climate change, biodiversity, and sustainability in the Americas. Washington, D.C.: Smithsonian Institution Scholarly Press.
- Griffith, A.B., **H. Alpert**, M.E. Loik. 2009. Predicting shrub ecophysiology in the Great Basin Desert using spectral indices. *Journal of Arid Environments* 74(3): 315-326.
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- "Carbon Cycle" – a contributed article in *Encyclopedia of Environment and Society*, Sage Publications.



# Holly Alpert, Ph.D.

## Service/Volunteer

---

### **Amargosa Conservancy**

- Board of directors, 2013 - 2019
- President, 2015 - 2019
- Secretary, 2013-2015

### **Humane Society Boulder Valley, Boulder, CO**

- Weekly volunteer cat kennel assistant, helping to socialize cats and ready them for adoption, 2015 - 2018

### **California Department of Water Resources Climate Change Technical Advisory Group**

- 2012-2015; advise state water managers on issues related to climate change and local/regional water planning
- Co-author of report "Perspectives and Guidance for Climate Change Analysis"

### **California Native Plant Society**

- Vice President and Program Chair, 2011-2014
- Served on Mary DeDecker grant program committee (Chair for one year)

### **Sierra Classic Theatre**

- Board Member, 2007 – 2011
- Technical advisor; directing, acting, set building, lighting design
- Directed and coordinated annual murder mystery dinner fundraiser, 2007-2014

### **Sierra Nevada Alliance Water and Climate Change Campaign Advisory Committee**

- 2009-2011

### **Advisory Committee, Association of Monterey Bay Area Governments Proposition 50 Desalination Project**

- Quarterly Meetings, 2006-2007

### **Expanding Your Horizons in Science and Math**

- UC Santa Cruz, March 2006
- Conference for 8<sup>th</sup> – 12<sup>th</sup> grade girls
- Presenter: Will Redwood Trees Survive Global Warming?

### **Graduate Student Representative on Conservation Biologist Search Committee**

- Environmental Studies Department UC Santa Cruz, 2005-2006

December 11, 2019

Dear Inyo County Supervisors,

My name is Nathaniel Gratz and I would like to continue serving as an Inyo County Water commissioner. The position I currently have filled a seat that had opened up for an incomplete term. I've enjoyed my time as a water commissioner, I have learned there are many issues that need oversight, and have tried to help make decisions that will accommodate the concerns of all parties and benefit our great county.

I was born and raised in Inyo County: this is my home. I understand the value the area where we live and the importance of good stewardship. I believe through a collaborative partnership of Inyo County, LADWP and the residents of Inyo County, we can continue to restore and maintain our delicate watershed. Inyo County is a recreational community and a special place to live. Keeping the valley healthy, vital and attractive are critical values that I endeavor to promote and preserve.

Before becoming a Master Automotive Mechanic and business owner, I went to college for geo-hydrology. While attending highschool and college I worked for the BLM here in Bishop. I had the opportunity and privilege to learn about the geology of the Owens Valley and the Sierra Nevada Mountains. The protection of our many ecosystems that are represented here in Inyo County are of paramount importance to me. I understand how important water is to Southern California and the LADWP. The water the Owens Valley provides is a vital life and economic resource to many industries. I know the results from the many droughts we have gone through and the devastation the lack of water can cause. I enjoy being part of the board helping to recommend best practices that are both ecologically sustainable and economically viable for all interested parties.

I would greatly appreciate your consideration of my application for reappointment to the Inyo County Water Commissioner. We are just getting started and I would be honored to continue serving our community .

Sincerely,

A handwritten signature in blue ink that reads "Nathaniel Gratz". The signature is written in a cursive style with a large, stylized 'N' and 'G'.

Nathaniel Gratz

November 24, 2019

Inyo County Board of Supervisors  
PO Box N  
Independence, CA 93526  
[dellis@inyocounty.us](mailto:dellis@inyocounty.us)

Dear Inyo County Supervisors:

I am pleased to be submitting my application to be appointed to the Inyo County Water Commission. I have been studying and working on water issues in the eastern Sierra since 2003 and am eager to take the next step in my involvement in the water community.

I began coming to the area during my first year of graduate school to contribute to my advisor's research on climate change impacts to ecosystems. As I spent time here, I began to learn about the history of water exports in the Owens Valley and Mono Basin and quickly became fascinated. I dedicated a chapter of my dissertation to examining potential impacts of altered hydrology to the surface water supplies of Mammoth Community Water District.

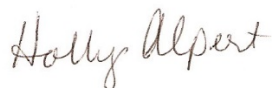
As I was entering my last year of graduate school in 2008, the Inyo-Mono Integrated Regional Water Management Program (IRWMP) was beginning. They were recruiting for a Program Assistant, and I saw the position as an opportunity to take a first step in a career dedicated to water resources in the eastern Sierra. Twelve years later, I am now the Program for the Inyo-Mono IRWMP. Over 11 years, we have brought over \$4.5 million in programmatic and project grant money to the region to support resilient water systems and healthy ecosystems.

Through my academic career and the IRWM Program, I have endeavored to take a balanced and unbiased approach to water issues, trying to understand all viewpoints and recognizing that many issues have more than two sides. I have worked hard to form and maintain strong working relationships with water stakeholders throughout the eastern Sierra, and I believe these relationships would be beneficial to my participation on the water commission.

Finally, I am fully committed to the public outreach and education aspects of the commission's responsibilities and look forward to deeper engagement with stakeholders on Owens Valley water issues.

I thank you for your consideration of my application.

Sincerely,



Holly Alpert, Ph.D.  
3577 Majestic Way  
Bishop, CA 93514  
760-709-2212  
[holly.alpert@gmail.com](mailto:holly.alpert@gmail.com)

It is not likely I will be able to attend the December 17 Board of Supervisors meeting and the consideration of Water Commission applicants; I am slated to be in southern California for a meeting for work. As such, I want to provide some additional information about my interest in serving on the Inyo County Water Commission:

I am looking for a way to deepen my engagement in water issues in the Owens Valley. Even though water is my career, serving on the Water Commission would be a different kind of involvement in the water community. As a relative newcomer to the Owens Valley (I have lived in Bishop for almost two years; previously, I lived in Mammoth Lakes), I am interested in learning more about implementation of the Long Term Water Agreement (LTWA). During graduate school, I interviewed many people in the Owens Valley to gain an understanding of the history and current flash points, and through the IRWM Program, I have been working with Owens Valley experts for more than a decade. As a result, I feel my knowledge is broad, but serving on the Water Commission would allow me to dive deeper into the issues. I would also look forward to an opportunity to engage more with City of Los Angeles staff and representatives. Throughout my studies and my work, I have tried hard to understand the many perspectives on Owens Valley water issues, and while I understand the Water Commission's mission is to advise the Board of Supervisors on the implementation of the LTWA, I feel my ability to have a balanced perspective would be an asset to the Commission. Above all else, relationships are paramount, and over 16 years of working on Eastern Sierra water issues, I have relationships in place with many of the key water-related stakeholders in the region.

I appreciate your consideration of my application.

# Holly Alpert, Ph.D.

3577 Majestic Way

Bishop, CA 93514

760.709.2212

holly.alpert@gmail.com

## Education

---

### **University of California, Santa Cruz**

#### **Ph.D., Environmental Studies (2009)**

- Dissertation Title: Climate Change Implications for Conifer Distribution and Water Resources Management in the Eastern Sierra Nevada, California

### **Wellesley College, Wellesley, MA**

#### **Bachelor of Arts, Environmental Science and American Studies (1997)**

- Graduated *cum laude*; activities included: theatre (directing, writing, technical work); Student Council to the Board of Trustees.
- Conducted tree demography research within campus' forest patches resulting in management recommendations for college's landscape and grounds department.
- Awarded Ethel L. Hersey Prize in American Studies for a play about women and AIDS.
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## Employment

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### **Inyo-Mono Integrated Regional Water Management Program, Eastern Sierra, CA**

#### **August 2008 – present**

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- Represent Inyo-Mono IRWM Program at local, regional, and state meetings and conferences
- Seek funding for high-priority projects
- Ensure compliance with state rules and regulations regarding IRWM
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- Responsible for managing day-to-day operations of IRWM Program, including overseeing staff
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- Served as Project Manager for CA Proposition 84 Rounds 1 and 2 Planning Grant and Disadvantaged Communities Grant; oversee all work of these grants
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- Assisted in coordination and writing of Phase I Integrated Regional Water Management Plan for eastern Sierra region
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# Holly Alpert, Ph.D.

- Prepared outreach materials and conduct outreach to new stakeholders

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**June 2016 – present**

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*Ecologist; Biological Sciences Technician*

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**January 2004 – December 2008**

*Graduate Student Researcher*

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*Resident/Research Assistant*

- Assisted project leader Dr. Michael Loik in hosting groups of exceptional high school students to participate in research at study sites in eastern California

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Responsibilities included:

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## Holly Alpert, Ph.D.

- Scheduling 15-30 staff on bi-weekly basis; writing and delivering performance reviews; interviewing, hiring, and training new employees; coordinating daily operations of one department
- Providing excellent customer service in the Bicycling, Paddling, Ski, Climbing, and Camping departments
- Assisting in Grand Opening of Framingham, Mass. location; implementing several office systems; banking and auditing of each day's sales

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- "Carbon Cycle" – a contributed article in *Encyclopedia of Environment and Society*, Sage Publications.

# Holly Alpert, Ph.D.

## Service/Volunteer

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### **Amargosa Conservancy**

- Board of directors, 2013 - 2019
- President, 2015 - 2019
- Secretary, 2013-2015

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- Weekly volunteer cat kennel assistant, helping to socialize cats and ready them for adoption, 2015 - 2018

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- 2012-2015; advised state water managers on issues related to climate change and local/regional water planning
- Co-author of report "Perspectives and Guidance for Climate Change Analysis"

### **California Native Plant Society**

- Vice President and Program Chair, 2011-2014
- Served on Mary DeDecker grant program committee (Chair for one year)

### **Sierra Classic Theatre**

- Board Member, 2007 - 2011
- Technical advisor; directing, acting, set building, lighting design
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### **Sierra Nevada Alliance Water and Climate Change Campaign Advisory Committee**

- 2009-2011

### **Advisory Committee, Association of Monterey Bay Area Governments Proposition 50 Desalination Project**

- Quarterly Meetings, 2006-2007

### **Expanding Your Horizons in Science and Math**

- UC Santa Cruz, March 2006
- Conference for 8<sup>th</sup> - 12<sup>th</sup> grade girls
- Presenter: Will Redwood Trees Survive Global Warming?

### **Graduate Student Representative on Conservation Biologist Search Committee**

- Environmental Studies Department UC Santa Cruz, 2005-2006





# County of Inyo



## Clerk of the Board

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** December 17, 2019

**FROM:** Assistant Clerk of the Board

**SUBJECT:** Appointment to Fish and Wildlife Commission

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**RECOMMENDED ACTION:**

Request Board consider three (3) Letters of Interest received for one (1) vacancy on the Inyo County Fish and Wildlife Commission, and appoint one of those individuals to an unexpired four-year term ending October 6, 2021.

**SUMMARY/JUSTIFICATION:**

Your Board is the appointing authority for the Inyo County Fish and Wildlife Commission. In September, longtime member Joe Pecsí announced his retirement effective November 1.

A Notice of Vacancy was published October 17 -- the earliest publication date allowed per the Board's appointment policy, which does not allow an unexpected vacancy (as the result of a resignation, for example) to be advertised any sooner than 20 days before it occurs.

Three letters of interest were received by the end of the application period on October 30, from Mr. Toby Dickinson, Mr. Daniel McIntosh, and Mr. Warren Allsup, who is currently serving as an alternate on the Commission after being appointed by your Board on October 15 after an earlier recruitment.

Your Board's appointment policy states that in instances where a recruitment results in more candidates than positions available, those candidates are to be extended the opportunity to submit additional information about themselves that may help your Board in making its decision. Mr. Dickinson, Mr. McIntosh, and Mr. Allsup were notified of this policy at the close of the application period and invited to submit additional information. Mr. McIntosh submitted a second letter and the other two declined. All four letters are attached.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to not appoint any of the applicants and re-open the recruitment for the Fish and Wildlife Commission, but this is not recommended.

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

There is no fiscal impact to the County associated with this appointment, other than the costs to advertise the Notice of Vacancy.

**ATTACHMENTS:**

1. Notice of Vacancy - Fish and Wildlife Commission
2. Toby Dickinson-F&W Comm.
3. Warren Allsup-F&W Comm.
4. Daniel McIntosh-F&G Comm. (Letter 1)
5. Daniel McIntosh-F&W Comm. (Letter 2)

**APPROVALS:**

Darcy Ellis  
Clint Quilter

Created/Initiated - 12/3/2019  
Final Approval - 12/10/2019

# 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:

**October 17<sup>th</sup>**

In the year of **2019**

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

Dated at Bishop, California, on this  
**17<sup>th</sup> Day of October, 2019**

  
Signature

This space is for County Clerk's Filing Stamp

RECEIVED

2019 OCT 25 AM 11: 17

INYO COUNTY  
ADMINISTRATOR

---

**Proof of Publication of  
Public Notice**

**NOTICE OF VACANCY  
INYO FISH & WILDLIFE  
COMMISSION**

NOTICE IS HEREBY GIVEN  
that the Inyo County Board of  
Supervisors is accepting appli-  
cations to fill one (1) vacancy  
on the Inyo Fish & Wildlife  
Commission: one unexpired  
four-year term for a regular  
member ending October 6,  
2021.

If you are interested in serving  
on the Inyo Fish & Wildlife  
Commission, please submit  
your request for appointment to  
the Clerk of the Board of Su-  
pervisors at P.O. Drawer N, In-  
dependence, CA 93526 or del-  
lis@inyocounty.us. In order for  
your request for appointment to  
be considered, it must be re-  
ceived on or before 5:00 p.m.  
Wednesday, October 30, 2019.  
(IR 10.17.2019 #191011)

## Darcy Ellis

---

**From:** Toby Dickinson <tdickinson1@suddenlink.net>  
**Sent:** Wednesday, October 23, 2019 9:44 PM  
**To:** Darcy Ellis  
**Subject:** Re: Application Letter Follow-up

Board of Supervisors Inyo County  
Independence, CA

Vacancy on the Fish and Wildlife Commission:

My name is Toby Dickinson. I have lived in Inyo County since 1986. At that time I was appointed Chief Probation Officer by the Honorable Don Chapman. One of my duties as Chief was to handle Fish and Wildlife(Fish and Game) violations committed by minors within my jurisdiction. This gave me the opportunity to speak with many Wardens and other law enforcement officers. It gave me a real look at that aspect of Fish and Wildlife. Obviously there are multitude of laws, codes, regulations, new proposals and legislation which must be dealt with.

I have had the opportunity to speak with Joe Pecsí on many occasions in an attempt to keep abreast of these new attitudes and philosophy's coming from the State of California. Inyo/Mono Counties play major roles in setting new regulations and guidelines for the State. It is my hope to sit on the Fish and Wildlife Commission to help direct and protect this beautiful area.

Thank You,

Toby Dickinson  
Retired CPO Inyo County

RECEIVED

2019 OCT 21 AM 11:16

Oct 21, 2019

INYO COUNTY  
ADMINISTRATOR

To Whom IT MAY CONCERN:

I wish To Apply for The vacant position on The Inyo Co Fish & Game Commission. This is for The Four-year Term ending Oct 6, 2021. Joe Pecs, held This position.

I am a past Inyo Co Supervisor and spent 30 years with The Dept of Fish & Game. I spent most of my career in Inyo & Mono Counties and retired as a Fish & Game Warden.

I feel I can be a Asset to The Inyo Co Fish & Game Commission, I would have applied earlier, but felt there should only be 1 retired Fish & Game employee on The Board.

With Joe leaving I would like To fill his spot.

Thank You,

Warren J. Allsup

**Daniel A. McIntosh**

123 Olivia Lane, Big Pine, CA 93513 · 760-920-8991 · damcintosh12@yahoo.com

October 24th, 2019

Inyo County Board of Supervisors  
P.O. Box Drawer N  
Independence, CA 93526

Supervisors,

Please accept my request for appointment to the Inyo Fish & Wildlife Commission. I was born and raised in the Owens Valley and have very strong ties accordingly. I am currently employed with SCE and live in Big Pine. I am married with two children. Our hobbies include hunting, fishing, or anything outdoors. I look forward to being involved with the recommendation processes regarding wildlife resources within our county.

Your consideration of my request is gratefully appreciated.

Sincerely,

Daniel A. McIntosh

RECEIVED  
2019 OCT 25 AM 10:41  
INYO COUNTY  
ADMINISTRATOR  
CLERK OF COURTS

## Daniel A. McIntosh

123 Olivia Lane, Big Pine, CA 93513 · 760-920-8991 · damcintosh12@yahoo.com

November 12th, 2019

Inyo County Board of Supervisors  
P.O. Box Drawer N  
Independence, CA 93526

Supervisors,

Please accept my further request for appointment to the Inyo Fish & Wildlife Commission. I was born and raised in the Owens Valley and have very strong ties accordingly. After graduating from BUHS in 1998, I attended UNR in Reno, NV where I attained a bachelor's degree in education. Immediately out of college I was offered a job at Mammoth Pacific Geothermal where I worked as a Power Plant Operator for 6 years. I am now employed with SCE (for the last 10 years) as a Hydro Station System Operator. I have been married for almost 15 years to my beautiful wife Ruth. We own a home in Big Pine (since 2006) where we are currently raising twin boys. Our hobbies include hunting, fishing, Little League, or anything outdoors.

Over the last 15 years I have been a local committee member of the Mule Deer Foundation and California Deer Association, where we organized annual fundraising banquets.

I look forward to being more active in the community and being involved with the recommendation processes regarding wildlife resources within our beloved county.

Your consideration of my request is gratefully appreciated.

Sincerely,

Daniel A. McIntosh

RECEIVED  
2019 NOV 13 AM 8:11  
INYO COUNTY  
ADMINISTRATIVE  
SERVICES DEPARTMENT



# County of Inyo



## County Counsel/County Administrator

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** December 17, 2019

**FROM:**

**SUBJECT:**

---

**RECOMMENDED ACTION:**

Request Board approve proposed Resolution No. 2019-61, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Approving and Directing Execution of a Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, Approving the Obtaining of a Loan by the Authority for the Purpose of Financing or Refinancing the Acquisition, Construction and Improvement of Certain Facilities for the Benefit of Wolverine/Inyo LLC, and Approving the First Amendment to Build to Suit Lease Agreement," and authorize the Chairperson to sign. *(This resolution will facilitate financing for the County's future consolidated office building, which is being built by a private developer {Wolverine/Inyo LLC}. The County is not itself loaning money or assuming any obligations with respect to the financing; rather its "approval" is merely authorizing the Authority to proceed with the loan. The Authority requires the County to be a member of the JPA at the time the loan is made. There is no cost or obligation to the County in joining the JPA; on the contrary, the County may receive a portion of the Authority's fees {estimated at \$8,000-10,000}. And the County can withdraw from the JPA at any time after the loan is made. The Resolution also authorizes certain amendments of the existing lease agreement, which are necessary and consistent with the proposed financing.)*

**SUMMARY/JUSTIFICATION:**

In January of this year, the County entered into a "Build to Suit Lease Agreement" with Wolverine/Inyo LLC (the "Landlord") for the Inyo County Consolidated Office Building, to be built by the Landlord in Bishop (between Bishop Ford and Grocery Outlet) and then leased to the County for a period of years after which the County would become the property owner. The County is not required to obtain, or assist in obtaining, financing for the Landlord. A copy of the lease is attached.

With the foregoing in mind, the Landlord has proposed and wishes to obtain financing (in an amount not to exceed \$15 Million) through the California Municipal Finance Authority (CMFA), a joint powers agency. CMFA would act as a conduit, borrowing money from Western Alliance Business Trust, a wholly owned subsidiary of Western Alliance Bank, an Arizona company, and then loaning that money to the Landlord. The County would conceivably pay its rent (once it occupies the building) to that bank. There is no cost, obligation, or risk to the County from such a financing mechanism. But CMFA requires that the County join the CMFA JPA and "approve" CMFA's loan, because CMFA as a policy matter is only interested in participating in projects that benefit and/or have the support of at least one of its members. There is no cost, obligation, or risk to the County in joining the CMFA JPA, and the County can thereafter withdraw at any time after the loan is made.

The CMFA was created on January 1, 2004, pursuant to a joint exercise of powers agreement to promote



economic, cultural and community development, through the financing of economic development and charitable activities throughout California. To date, over 300 California municipalities have become members of CMFA. The current list of member agencies is attached as an exhibit and includes 34 other California counties.

The CMFA was formed to assist local governments, non-profit organizations and businesses with financing aimed at improving the standard of living in California. The CMFA's representatives and its Board of Directors have considerable experience in financing. The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation and 501(c)(3) charity (the "Foundation"), acts as the Board of Directors for the CMFA. Through its conduit financial activities, the CMFA shares a portion of the fees it receives with its member communities and donates a portion of these fees to the Foundation for the support of local charities. With respect to the County of Inyo, it is expected that that a portion of the transaction fee will be granted by the CMFA to the general fund of the County. Such grant may be used for any lawful purpose of the County. The amount that the County is expected to receive is estimated at \$8,000-10,000.

The Joint Exercise of Powers Agreement provides that the CMFA is a public entity, separate and apart from each member executing such agreement. The debts, liabilities and obligations of the CMFA do not constitute debts, liabilities or obligations of the members executing such agreement.

The loan to be made by the CMFA for the Project will be the sole responsibility of the Borrower, and the County will have no financial, legal, moral obligation, liability or responsibility for the Project or the repayment of the loan for the financing of the Project. All financing documents with respect to the transaction will contain clear disclaimers that the loans are not obligations of the County or the State of California, but are to be paid for solely from funds provided by the Borrower.

There are no costs associated with membership in the CMFA and the County will in no way become exposed to any financial liability by reason of its membership in the CMFA. In addition, participation by the County in the CMFA will not impact the County's appropriations limits and will not constitute any type of indebtedness by the County. Outside of adopting the required resolution and executing the Joint Exercise of Powers Agreement of the CMFA, no other participation or activity of the County or the County Council with respect to the financing will be required.

The Joint Exercise of Powers Agreement expressly provides that any member may withdraw from such agreement upon written notice to the Board of Directors of the CMFA. In the case of the proposed bond financing for the Borrower, the County following its execution of the Joint Exercise of Powers Agreement, could, at any time following the issuance of the Bonds, withdraw from the CMFA by providing written notice to the Board of Directors of the CMFA. A representative of CMFA will be available by phone during the Board meeting to answer any questions the Board may have.

At this time, the Landlord has also requested to amend certain provisions of the lease agreement, both as a matter of "housekeeping," and in order to reflect and conform to this financing. Specifically, the proposed lease amendment would provide updated exhibits such as the property description and site plan, and clarify the form of the "estoppel certificate" and subordination, non-disturbance, and attornment agreement (SNDA), which are standard lease provisions, and fix one typo. It would add a requirement to provide the Landlord's lender with financial information. It would also clarify the future basic rent amount resulting from the financing (which is within the existing range of the lease agreement, albeit at the maximum amount permitted by the lease agreement).

Note: the documents included in the agenda packet are the most recent versions sent and requested by the Landlord as of the agenda packet deadline. Two exhibits of the lease amendment -- C (property description) and D (site plan) -- were not received by the agenda deadline. Final versions of these documents may change and, if so, will be brought to the Board meeting.

## **BACKGROUND/HISTORY OF BOARD ACTIONS:**

In January of this year, the County entered into a "Build to Suit Lease Agreement" with Wolverine/Inyo LLC (the "Landlord") for the Inyo County Consolidated Office Building, to be built by the Landlord in Bishop (between Bishop Ford and Grocery Outlet) and then leased to the County for a period of years after which the County would become the property owner.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could decline to take any of the requested actions. At a minimum, that would cause the Landlord to seek new and different financing at a potentially higher cost, which could in turn increase the County's rental costs, and would also delay the Landlord's construction of the building. It would also negatively affect the Landlord's current contractual obligations to acquire the site by the end of 2019, and its timetable for submitting building permit plans before a new building code takes effect January 1st. It could have other unintended negative consequences for the Landlord, the County, and successful completion of the project, and is not recommended.

**OTHER AGENCY INVOLVEMENT:**

County Administrator  
County Auditor-Controller

**FINANCING:**

There is no cost or financial obligation or risk to the County from taking any or the requested actions. The County may also receive from CMFA a portion of its fees for the transaction; estimated to result in the County receiving \$8,000 to \$10,000.

**ATTACHMENTS:**

1. INYO - Fully Executed Lease - 1.18.19
2. CMFA JPA Agreement- County of Inyo
3. CMFA Membership List (2)
4. COB Resolution
5. COB Lease Amendment
6. Estoppel Certificate 10752171-v2
7. Subordination, Non-Disturbance and Attornment Agreement re 1360 North Main Street Bishop CA 10751595-v2

**APPROVALS:**

Marshall Rudolph	Created/Initiated - 12/13/2019
Darcy Ellis	Approved - 12/13/2019
Sue Dishion	Approved - 12/13/2019
Amy Shepherd	Approved - 12/13/2019
Marshall Rudolph	Approved - 12/13/2019
Clint Quilter	Final Approval - 12/13/2019

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

**BUILD TO SUIT LEASE AGREEMENT**

**WOLVERINE \ INYO LLC**

**("LANDLORD")**

**AND**

**COUNTY OF INYO, CALIFORNIA**

**("TENANT")**

**INYO COUNTY CONSOLIDATED OFFICE BUILDING  
BISHOP, CALIFORNIA**

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## LEASE AGREEMENT

THIS LEASE (this "Lease") is made as of the 15<sup>th</sup> day of January, 2019 ("Effective Date"), by and between WOLVERINE INYO LLC, a Texas limited liability company ("Landlord"), and the COUNTY OF INYO, a political subdivision of the State of California ("Tenant"). Landlord and Tenant are referred to collectively as the "Parties" and each of the Parties is referred to singularly as a "Party."

### WITNESSETH:

WHEREAS, Landlord is the owner of the Property which is legally described and depicted on the site plan attached hereto as **Exhibit A**;

WHEREAS, Landlord desires to construct the Building on the Property and to lease the Leased Premises to Tenant under the terms and conditions set forth below;

WHEREAS, County desires to lease the Leased Premises to house and consolidate Tenant's departments, for the more efficient operation of County functions and provision of services to County's residents;

WHEREAS, the Tenant's lease of the Leased Premises from Landlord on the terms set forth herein relieves a burden of Tenant to operate and maintain such office building to accommodate Tenant's programs or any other lawful governmental administrative purpose of Tenant (subject to applicable Restrictions relating to same);

WHEREAS, Landlord's proposal to develop, finance and lease to the County the Leased Premises was submitted to the County on March 22, 2010, pursuant to the County's Request For Proposals for Consolidated County Office Space – Bishop Area, and the County selected such proposal as most likely to result in a project that meets the County's service, efficiency and pricing needs;

WHEREAS, the County has determined that its entry into this Lease Agreement is categorically exempt from review under the California Environmental Quality Act (Cal. Public Resources Code Sections 21000 et seq.) and the State CEQA Guidelines (Cal. Code of Regs., Title 14, Sections 15000 et seq.) (collectively, "CEQA") as a Class 32 in-fill development project;

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Lease do exist, have happened and have been performed in due time, form, and manner as required by law, and the parties hereto are duly authorized to execute and enter into this Lease; and

WHEREAS, all defined terms used herein shall have the meanings ascribed to such terms in **Addendum "1"** attached hereto, unless otherwise noted.

NOW, THEREFORE, in consideration of the foregoing, the terms and conditions set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:



## I. LEASE OF LEASED PREMISES

A. Lease Of Premises. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the Leased Premises from Landlord, all under the terms and conditions more fully set forth herein.

B. Leased Premises. The Leased Premises shall consist of (a) the Property and (b) one building that once constructed will contain approximately 42,000 square feet of gross building area constructed in accordance with the Work Letter (the "Building"). The Property and the Building are collectively called the "Leased Premises." A preliminary site plan of the Leased Premises and a depiction of the footprint of the Building to be constructed on the Property are attached hereto as Exhibit B, and are subject to modification by mutual agreement of the Parties. The Building has or is anticipated to have a street address of 1360 N. Main Street, Bishop, California.

C. Construction of Leased Premises. Landlord covenants and agrees to complete and deliver the Leased Premises in accordance with and in the manner set forth in the Work Letter.

D. Lease Generally. Except as otherwise expressly provided in this Lease and/or as expressly provided under applicable laws, this Lease shall not terminate, nor shall Tenant be entitled to any abatement or reduction, set-off, counter-claim, defense or deduction with respect to any Basic Annual Rent, Additional Basic Rent, Additional Rent or other sum payable hereunder.

E. Consideration. Tenant and Landlord have agreed and determined that the Rent payments due under this Lease represent fair consideration for the beneficial use and occupancy, and the continued quiet use and enjoyment, of the Leased Premises by Tenant for and during each Lease Year. In making such determination, consideration has been given to the value of the Leased Premises, other obligations of the Parties under this Lease, the uses and purposes which may be served by the Leased Premises and the benefits therefrom which will accrue to Tenant and the general public by reason of Tenant's use and possession of the Leased Premises.

F. Covenant to Budget and Annually Appropriate. Tenant hereby covenants to take such action as may be necessary to include all Rent payments due hereunder in its annual budget and to make the necessary annual appropriations for all such Rent payments as such payments are adjusted per the language of this Lease. The covenants on the part of Tenant herein contained shall be deemed to be and shall be construed to be ministerial duties imposed by law and it shall be the ministerial duty of each and every public official of Tenant to take such action and do such things as are required by law in the performance of such official duty of such officials to enable Tenant to carry out and perform the covenants and agreements on the part of Tenant contained in this Lease. The obligation of Tenant to make Rent payments does not constitute an obligation of Tenant for which Tenant is obligated to levy or pledge any form of taxation or for which Tenant has levied or pledged any form of taxation. The obligation of Tenant to make Rent payments does not constitute indebtedness of Tenant, the State or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction.

## II. TERM

A. Term. The Lease term (the "Term") shall begin on the Lease Commencement Date (as herein defined) and shall continue for twenty (20) full Lease Years (as hereinafter defined) (i.e., a total of 240 full calendar months plus any partial month), commencing on the Lease Commencement Date and terminating on the first day of the first calendar month following the expiration of twenty (20) full Lease Years [OR the first day of the 241<sup>st</sup> calendar month following the Lease Commencement Date] (the "Lease Termination Date"), or at such earlier time as (i) Landlord's interest in the Leased Premises is purchased by Tenant pursuant to Paragraph II.C hereof, or (ii) this Lease is terminated pursuant to an optional right of termination expressly permitted herein, or (iii) this Lease is terminated due to a taking or condemnation under Paragraph VIII.A hereof. Notwithstanding any language in this Lease to the contrary, if the Term does not commence on or before that date which is thirty-two (32) months after the Effective Date of this Lease, this Lease will automatically terminate, and neither party will have any further liability to the other.

B. Transfer of Title upon Expiration of Lease Term. Notwithstanding anything herein to the contrary, upon payment of all Basic Annual Rent, Additional Basic Rent, Deferred Additional Basic Rent, Additional Rent and other expenses required by Paragraph IV hereof when due as of the Lease Termination Date, Landlord's interest in the Leased Premises shall be transferred to and vest in Tenant on or about the Lease Termination Date. As a condition to such transfer, no Event of Default by Tenant shall have occurred and be continuing at the Lease Termination Date. Assuming that all of the conditions to said title transfer specified above have been met on or before the Lease Termination Date, Landlord will convey the Leased Premises to Tenant or, at the option of Tenant, to any assignee or nominee of Tenant of whom Landlord is notified in writing ("Tenant's Nominee"), by grant deed before close of business on the Lease Termination Date. Concurrently with the transfer of title to the Leased Premises on such date, Landlord shall provide or cause to be provided at its sole cost to Tenant (or Tenant's Nominee, as applicable) an ALTA owner's policy of title insurance, in form and from a title insurance company reasonably acceptable to Tenant, insuring the record title of the Leased Premises in an amount equal to the fair market value of the Leased Premises as determined by Tenant (in no event to exceed \$13,750,000), free and clear of all adverse claims and encumbrances, other than any covenants, conditions, reservations, easements, rights and rights of way of record as of the date of Tenant's execution of this Lease or thereafter imposed with Tenant's consent or otherwise caused or permitted to be caused by Tenant. Upon receipt of said grant deed transferring title, Tenant (or Tenant's Nominee, as applicable) will deliver a Certificate of Acceptance pursuant to California Government Code Section 27281, and Tenant (or Tenant's Nominee, as applicable) will assume all obligations for real estate taxes and assessments thereafter accruing and applicable to the Leased Premises. Upon receipt of said grant deed transferring title, Landlord shall be fully released from any liability thereafter accruing under this Lease, except for those obligations that expressly survive the termination of the Lease Agreement. Except as provided in Paragraph VI.D.2 below, the physical condition of the Leased Premises acquired by Tenant (or Tenant's Nominee, as applicable) shall be on an as-is basis, with absolutely no representations or warranties, express or implied, and consummated pursuant to a form reasonably acceptable to Landlord and Tenant and shall provide for a general release of Landlord effective from and after the Tenant's acceptance of such deed.

C. Option to Purchase Prior to End of Term. Notwithstanding anything herein to the contrary, Tenant shall have the exclusive right and option, which shall be irrevocable during the Lease Term, to purchase Landlord's interest in the Leased Premises on any Business Day, upon payment of the Early Option Purchase Price ("Tenant's Early Option"). As a condition to Tenant's Early Option, no Event of Default by Tenant shall have occurred and be continuing at either the time closing of Tenant's Early Option. In the event Tenant elects to exercise Tenant's Option, it shall notify Landlord in writing (the "Early Option Notice") not later than ninety (90) days but not more than twelve (12) months prior to the anticipated transfer date set forth in such notice (the "Early Option Closing Date"). In the event Tenant delivers the Early Option Notice, the "Early Option Purchase Price" (herein so called) will be payable in cash or certified funds, as directed by Landlord, and shall be equal to the sum of (a) the outstanding principal balance of the Landlord's Financing as of the Early Option Closing Date; plus (b) any prepayment premium, make whole fees, yield maintenance premiums, exit fees and/or similar fees or other amounts due under the Security Instrument securing the Landlord's Financing; plus (c) each installment of Additional Basic Rent unpaid as of the Early Option Closing Date, discounted to present value as of the Early Option Closing Date, at the Prime Rate (defined below) in effect upon the date of delivery of Tenant's Early Option Notice. At closing on the Early Option Closing Date, Tenant shall pay Landlord in cash or certified funds, as directed by Landlord, the Early Option Purchase Price and Landlord will convey the Leased Premises to Tenant or, at the option of Tenant, to Tenant's Nominee, by grant deed. Concurrently with the closing of the purchase of the Leased Premises on such date, Landlord shall provide or cause to be provided at its sole cost to Tenant (or Tenant's Nominee, as applicable) an ALTA owner's policy of title insurance, in form and from a title insurance company reasonably acceptable to Tenant, insuring the record title of the Leased Premises in an amount equal to fair market value of the Leased Premises as determined by Tenant (but subject to the title insurance company's requirements for documenting and/or verifying value for underwriting purposes, and in no event to exceed \$13,750,000, free and clear of all adverse claims and encumbrances, other than any covenants, conditions, reservations, easements, rights and rights of way of record as of the date of Tenant's execution of this Lease or thereafter imposed with Tenant's consent or otherwise caused or permitted to be caused by Tenant. At such closing, Tenant (or Tenant's Nominee, as applicable) will deliver a Certificate of Acceptance pursuant to California Government Code Section 27281, and Tenant (or Tenant's Nominee, as applicable) will assume all obligations for real estate taxes and assessments thereafter accruing applicable to the Leased Premises without adjustment or proration. Upon such closing, Landlord shall be fully released from any liability thereafter accruing under this Lease, except for those obligations that, expressly survive the termination of the Lease Agreement. Except as provided in Paragraph VI.D.2 below, the physical condition of the Leased Premises acquired by Tenant (or Tenant's Nominee, as applicable) shall be on an as-is basis, with absolutely no representations or warranties, express or implied, and consummated pursuant to a form reasonably acceptable to Landlord and Tenant and shall provide for a general release of Landlord effective from and after the Tenant's acceptance of such deed.

### III. LEASE COMMENCEMENT DATE

A. Commencement. The "Lease Commencement Date" shall be the first day of the third calendar month following the month in which Substantial Completion of Landlord's Work as a whole occurs.

B. Lease Commencement Agreement. On the Lease Commencement Date (or such later date as Landlord or Tenant may reasonably request), Landlord and Tenant shall promptly enter into a supplementary written agreement in substantially the form attached hereto as **Exhibit D**, or in such other form as Landlord or Tenant shall prescribe (the "Lease Commencement Agreement"), thereby specifying the Lease Commencement Date and the number of square feet of gross building area contained in the Building .

### IV. RENT AND FINANCIAL MATTERS

A. Security Deposit. Tenant shall not be required to deliver, and has not delivered, any form of security deposit hereunder.

B. Rental Obligation. Commencing on the Lease Commencement Date, Tenant shall be obligated to pay and shall pay Basic Annual Rent (as defined below), Additional Basic Rent (as defined below), Deferred Additional Basic Rent, and Additional Rent (as defined below).

C. Rent. "Rent" means Basic Annual Rent, Additional Basic Rent, Deferred Additional Basic Rent and Additional Rent. "Additional Rent" means all sums of whatever nature payable by Tenant under this Lease other than Basic Annual Rent, Additional Basic Rent, and Deferred Additional Basic Rent.

D. Basic Annual Rent. Tenant agrees to pay Landlord "Basic Annual Rent" of Four Hundred Sixty Nine Thousand Two Hundred Thirty Eight Dollars and 49/100 Dollars [\$469,238.49] which is subject to adjustment based upon the table shown on Exhibit G but will lock in when Landlord finalizes obtaining its financing to construct the Building, payable to Landlord in equal monthly installments of Thirty Nine Thousand One Hundred Three and 21/100 Dollars [\$39,103.21] (or such other amount based upon the above-described adjustment) commencing on the Lease Commencement Date and continuing thereafter on the first (1st) day of each month throughout the Term, without offset or deduction of any kind. The first monthly payment of Basic Annual Rent shall be in addition to the Additional Basic Rent in the amount of \$7,800,000, as provided in Paragraph IV.E below.

E. Additional Basic Rent. In addition to the Basic Annual Rent, Tenant shall pay \$7,800,000.00 on the Lease Commencement Date ("Additional Basic Rent").

F. Deferred Additional Basic Rent. In addition to the Basic Annual Rent and the Additional Basic Rent, Tenant shall make three rent payments of \$250,000 each ("Deferred Additional Basic Rent") on the first day of the 61<sup>st</sup>, 121<sup>st</sup> and 181<sup>st</sup> months of the Lease Term.

G. Payment Procedure. Each installment of the Basic Annual Rent is due in advance on the first (1st) day of each and every month for which payment is due and shall be paid by check or, at Landlord's option, electronic funds transfer in accordance with instructions provided to

Tenant by Landlord as modified by Landlord from time to time; provided, however, that an installment of Basic Annual Rent shall not be deemed delinquent and Tenant shall not be in default hereunder so long as the installment of Basic Annual Rent is paid by the second (2d) day of the month in which such installment is due. Unless a different date for payment is provided for elsewhere in this Lease (including, without limitation, as provided with respect to Landlord's estimate of Operating Expenses and/or Taxes), all Additional Rent will be paid by Tenant within thirty (30) calendar days after Landlord has notified Tenant of the amount due. The foregoing notwithstanding, the portion of Additional Rent which is attributable to Landlord's Estimate of Operating Expenses and/or Taxes (as the foregoing terms are hereinafter defined) shall be paid on the first day of each month together with Tenant's payments of Basic Annual Rent; provided, further, however, that such installments of Additional Rent shall not be deemed delinquent and Tenant shall not be in default hereunder so long as the installment of Additional Rent is paid by the second (2nd) day of the month in which such installment is due. The first two (2) payments of Rent (other than Additional Basic Rent and Deferred Additional Basic Rent) in any calendar year which are not paid within five (5) calendar days after Landlord gives Tenant written notice that such payment is overdue shall bear a late fee of five percent (5%) of the overdue amount and such late fee is payable upon demand. Any subsequent payment of Basic Annual Rent or Additional Rent in that calendar year which is not paid on or before the date due (as extended for the above-described 2-day grace periods) shall bear a late fee of five percent (5%) of the overdue amount and such late fee is payable upon demand. Tenant's obligation for Additional Rent and any unpaid Basic Annual Rent which accrues during the Lease Term will remain in effect after the termination or expiration of this Lease. All payments of Basic Annual Rent and Additional Rent due Landlord under this Lease will be made by Tenant without any deductions or set-offs (except as otherwise provided in this Lease), and without demand (except as otherwise expressly provided in this Lease), to Landlord as set forth herein.

#### H. General Additional Rent

1. Rent Adjustment-Operating Expenses. Commencing on the Lease Commencement Date, during each Operating Year, Tenant shall pay to Landlord, as Additional Rent, with and at the same time as the payments of Basic Annual Rent are due, Tenant's Share of Landlord's then-current estimate of the Operating Expenses, revised not more frequently than twice annually, prorated in equal amounts over the balance of the then-current Operating Year.

2. Taxes. Commencing on the Lease Commencement Date and continuing throughout the Term, Tenant shall pay directly to the applicable taxing authorities, as Additional Rent, any and all Taxes prior to delinquency. Landlord will cooperate with Tenant by preparing and filing such paperwork as may be necessary with the Inyo County Assessor to attempt to obtain any available tax exemption; however, the failure to obtain any such exemption does not (and shall not) relieve Tenant of its obligation to pay Taxes as set forth in this Lease. Upon receipt of any tax bill, Tenant shall deliver a copy thereof to Landlord, and Tenant shall, within ten (10) Business Days after making payment of Taxes, deliver to Landlord proof of payment of Taxes. Tenant shall have the right, at its sole cost and expense, to contest any Taxes assessed against the Leased Premises (including the Building). Tenant acknowledges that it bears the risk that a tax assessment appeal could result in a decision which increases the assessed value of the Leased Premises. If any Taxes are not paid prior to delinquency, Landlord shall have the right but shall not be obligated to pay the same following ten (10) days' written notice to Tenant. If Landlord shall make such

payment, Landlord shall thereupon be entitled to repayment by Tenant following written demand as Additional Rent hereunder. Notwithstanding the foregoing, Tenant shall not be required to pay and shall have no liability for any increase of, or reassessment in, Taxes, resulting from either (1) any Transfer, or (2) any action, including, without limitation, judicial action or action by initiative, which serves to repeal, modify and/or limit the application of Article XIII A of the California Constitution (otherwise known as Proposition 13) to the extent such repeal, modification or limitation causes Tenant to lose the benefit of the foregoing limitation.

3. Impositions. Tenant shall pay and discharge as and when due all assessments, impositions and other like charges of every kind and nature whatsoever, ordinary or extraordinary, foreseen or unforeseen, general or special, together with any interest or penalties imposed upon the late payment thereof, which, pursuant to present or future law, during or after (but attributable to a period falling within) the Term, shall have been or shall be levied, charged, assessed, imposed upon or grow or become due and payable out of or for or have become a lien on the Leased Premises, or any part thereof, any improvements or personal property in or on the Leased Premises, the Rent and income payable by Tenant or on account of any use of the Leased Premises and such franchises as may be appurtenant to the use and occupation of the Leased Premises (all of the foregoing being hereinafter referred to as "Impositions"). In no event, however, will Impositions include any inheritance, estate, succession or income tax, nor shall Impositions include any liens associated with judgments against Landlord or with Landlord's alleged failure to pay third parties (and any such liens shall be paid and discharged by Landlord). Tenant, upon request from Landlord, shall submit to Landlord the proper and sufficient receipts or other evidence of payment and discharge of the same. If any Impositions are not paid when due, Landlord shall have the right but shall not be obligated to pay the same following ten (10) days' written notice to Tenant, provided Tenant does not contest the same as herein provided. If Landlord shall make such payment, Landlord shall thereupon be entitled to repayment by Tenant following written demand as Additional Rent hereunder.

4. Utilities.

(a) Effective as of the Lease Commencement Date, all utilities shall be transferred directly to accounts in Tenant's name and Tenant shall pay directly to all utility providers all charges respecting the Leased Premises incurred during the Term. In furtherance of the foregoing and for the avoidance of doubt, it is the intent of this Lease that Tenant arrange for and pay directly to the applicable utility providers the cost of all electricity, gas and other utility charges used in the Building and at the Leased Premises, and that this Lease therefore be considered to be absolute net of such costs.

(b) Tenant shall pay on a timely basis to the appropriate utility or other supplier all charges for gas, steam, electricity, light, heat, power, telephone, water, metered or unmetered sprinkler, sewerage and all other utility and communication services, used, rendered and/or supplied upon or in connection with the Leased Premises to the extent not paid by Landlord and reimbursed by Tenant as a part of the Operating Expenses. Upon request, Tenant shall promptly furnish Landlord with copies of all paid receipts for such utilities charges. All such utility charges shall be appropriately adjusted between the parties as of the Lease Commencement Date, and again as of the expiration or sooner termination of this Lease.

## V. CONDITIONS OF TENANT'S OCCUPANCY AND POSSESSION

A. Use Restrictions and Rules. Tenant shall use the Leased Premises only for general office, governmental and public use and Tenant's uses ancillary thereto, including, without limitation, uses consistent with Tenant's historical uses or occupancy of governmental office buildings (including sheriff's substation and/or medical services clinic). In no event will smoking be permitted within the Building. Tenant agrees to be bound by all applicable laws, requirements, rules, orders, ordinances, zoning and restrictive covenants applicable to Tenant's use of the Leased Premises, whether in force on or after the Lease Commencement Date (collectively, the "Restrictions"); provided, however, that Landlord shall not create or seek to create any new Restrictions (other than a Security Instrument (hereinafter defined)) after entry into this Lease without Tenant's consent.

### B. Improvements by Tenant other than the Tenant Work.

1. Other than the Tenant Work, which shall be governed by the terms of Exhibit C, Tenant will not make any improvements, alterations, installations or additions to the Leased Premises which (a) involve a modification to the structure of the Building, or (b) exceed \$250,000 in aggregate costs in a calendar year (collectively, "Material Tenant Alterations") unless: (i) Tenant receives Landlord's prior written consent, which will not be unreasonably withheld, conditioned, or delayed; (ii) the work is performed only by Tenant's employees or licensed and adequately insured contractors; (iii) the work is carried out pursuant to properly documented drawings approved in advance by Landlord and pursuant to all necessary permits or governmental and/or other approvals, the responsibility and cost of obtaining which will be borne solely by Tenant; and (iv) Tenant pays all costs of such work. If Tenant elects to use a contractor other than Landlord or its representative or Tenant's employees for any work that exceeds \$250,000 in aggregate costs in a calendar year (which \$250,000 amount shall be increased by the percentage increase in the CPI between the date of this Lease and the date on which such aggregate costs are being measured) or which would materially affect the structural elements of the Building, then the work performed by such contractor will be subject to the reasonable approval of Landlord to assure its compatibility with the existing structures and Tenant will pay Landlord (i) a fee equal to two percent (2%) of the cost of such work or five hundred dollars (\$500), whichever is less, plus (ii) any out-of-pocket costs incurred by Landlord for engaging third party professionals to review Tenant's submissions. For any alterations, additions or installations not constituting Material Tenant Alterations, or the installation of Tenant's furniture, fixtures, and equipment, Tenant shall only be required to notify Landlord of such work, but in any event, all of such work by Tenant shall be completed lien free and in a good and workmanlike manner and in compliance with the Restrictions and all Legal Requirements. The term "CPI" shall mean the Consumer Price Index for All Urban Consumers (CPU-U) for the U.S. City Average for All Items (1984=100) published by the United States Department of Labor, Bureau of Labor Statistics; provided, however, that (a) if the CPI (or any index substituted therefor as hereinafter provided) shall cease to be published, then for the purposes of this Paragraph V.B., there shall be substituted for such index another similar index published by a governmental or other nonpartisan organization as may be reasonably selected by Landlord, and (b) if there is any revision in the computation of the CPI (or any index substituted therefor as provided above), including, without limitation, a change in the base year, then for the purposes of this Paragraph V.B., such revised index shall be substituted for the index in effect prior thereto and Landlord shall make such other adjustments as may be required to obtain,

to the extent feasible, substantially the same result that would have been obtained if the index had not been revised.

2. Tenant shall deliver to Landlord "as built" plans for all Material Tenant Alterations made by Tenant, reasonably promptly following completion of same. Upon termination or earlier expiration of the Lease Term in connection with which Tenant does not acquire the Property pursuant to either Paragraph II.B or II.C, unless otherwise elected by Landlord at the time Landlord approves a Material Tenant Alteration, all alterations, additions and improvements made by Tenant shall become the property of Landlord and will remain a part of the Leased Premises upon the expiration or termination of this Lease. Unless Tenant is acquiring the Property pursuant to Paragraph II.B or II.C, Tenant will, no later than the expiration or termination date of this Lease, remove all Material Tenant Alterations for which Landlord required removal hereunder as a condition to Landlord's approval thereof and repair any damage caused by such removal, all at Tenant's sole cost.

C. Management; Maintenance.

1. Commencing on the Lease Commencement Date and continuing thereafter until the Management Change Date, Tenant shall manage the Leased Premises (including the Building) in a manner consistent with the maintenance standards of other Tenant-owned or Tenant-leased facilities as of the Lease Commencement Date, and shall be exclusively responsible for all repairs, replacements, and maintenance to the Leased Premises, including but not limited to: (i) the interior and exterior portions of the Building (including without limitation, the structural portion of the Building and all walls, roofs, footings, foundations subfloors, utilities, doors, glass, elevators and fire safety systems), (ii) Tenant's security systems of whatever type or nature, (iii) all heating, ventilation and cooling equipment, (iv) any computer room and computer room equipment located within the Building, (v) any and all other furniture, fixtures and equipment of Tenant located in the Leased Premises, (vi) the Communications Equipment (as herein defined), and (vii) all exterior elements of the Property, including non-public driveways and parking improvements, landscaping, and irrigation systems and maintenance. The foregoing maintenance, repairs and replacements obligations of Tenant shall be performed in a good and workmanlike manner. Tenant will not commit or suffer any waste of the Leased Premises.

2. Tenant shall promptly comply with all Legal Requirements applicable to the Leased Premises, and Tenant shall so perform and comply, whether or not such Legal Requirements shall now exist or shall hereafter be enacted or promulgated and whether or not the same may be said to be within the present contemplation of the parties hereto. Tenant agrees to give Landlord notice of violation or claimed violation of any applicable Legal Requirements, which such violation materially adversely affects (A) the Leased Premises, or (B) Tenant's use of the Leased Premises. Tenant shall deliver such notice promptly after the same comes to the attention of Tenant. If applicable, at the same time Tenant will inform Landlord as to the corrective action that Tenant proposes to take in order to comply therewith prior to commencing such action.

3. In the event that title to the Leased Premises does not transfer to Tenant pursuant to Tenant's timely exercise of the Tenant's Early Option or at the expiration of the lease term pursuant to Paragraph II(B) above, then at the earliest of the following to occur: (i) the end of



the Term, (ii) early termination of this Lease, (iii) prior to vacation of the Leased Premises by Tenant, or (iv) prior to rejection of the Lease under applicable provisions of the Bankruptcy Code including Section 365 thereof, Tenant shall: (a) return the Leased Premises to Landlord in as good a condition as existed as of the Lease Commencement Date, excepting only normal wear and tear, Force Majeure, and repairs required to be made by Landlord hereunder; (b) remove all of its personal property and possessions from the Leased Premises except to the extent provided by Paragraph V.B above, and (c) at Tenant's sole cost, deliver to Landlord a self-certification stating that the heating, ventilating and air conditioning system is in good operating condition. Unless Tenant timely exercises the Tenant's Option or the Tenant's Early Option, any items of Tenant's personalty remaining in the Leased Premises after the earliest to occur of the events described in (i) – (iv) above shall be deemed abandoned by Tenant and become the sole property of Landlord. Notwithstanding the foregoing, any costs incurred by Landlord in storing and/or disposing of such abandoned property shall remain the sole obligation of Tenant, which obligation shall survive the expiration or termination of this Lease.

D. Conduct on Leased Premises. Tenant will neither do, nor permit anyone else to do, anything on the Leased Premises which might or would: (i) increase any insurance rates charged to Landlord with respect to the Leased Premises or the Building; (ii) violate any Legal Requirements applicable to the Leased Premises; or (iii) conflict with or invalidate any insurance policy maintained by Landlord for the Leased Premises and of which Tenant is made aware, in writing; provided, however, that, with respect to clauses (i) and (iii) above, (a) it shall not constitute a default if the insurance premiums of Landlord are increased due to Tenant's use or occupancy of the Leased Premises for other than customary uses consistent with Tenant's historical uses or occupancy of governmental office buildings (including sheriff's substation or medical services clinic), nor shall it constitute a basis for Landlord to incur any such increased insurance rates, and (b) any such use or activity shall not constitute a default by Tenant hereunder if Tenant agrees to pay any costs associated with such rate increase in accordance with the following sentence. If the insurance premiums of Landlord are increased due to Tenant's use or occupancy of the Leased Premises for other than customary uses consistent with Tenant's historical uses or occupancy of governmental office buildings (including sheriff's substation or medical services clinic), then the amount of such increase will be paid by Tenant to Landlord as Additional Rent as it becomes due, and Landlord will have the same right to collect such amount as Landlord has under this Lease to collect Additional Rent. Promptly after Landlord becomes aware of any such potential increase, Landlord shall notify Tenant of the condition or action giving rise to such increase so that Tenant shall have an opportunity to dispute, correct or change such situation so as not to incur such increased premium costs.

E. Insurance.

1. Tenant's Insurance. Tenant is a California political subdivision and a member of the CSAC Excess Insurance Authority, a member-directed risk sharing pool of counties and public entities. Tenant shall provide the following insurance coverage:

- 1) general Liability coverage for third party liabilities (including general, automobile, employment practices and errors and omissions) to cover the leased premises and the business and operations conducted by Tenant. The coverage shall be kept in force during the entire Term. The coverage will

have minimum limits of \$3,000,000 occurrence, \$10,000,000 aggregate. The Landlord, its agents, officers and employees shall be included as additional covered parties, but only insofar as the business and operations of Tenant under this Lease and at the Leased Premises.

- 2) 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.
- 3) All Risk property insurance for the full replacement cost of all Tenant's personal property located at the Lease Premises and Landlord shall have no obligation or liability therefor.

At Tenant's option, Landlord and Tenant agree that all risk property coverage for the full actual replacement cost of the Building may be provided by Tenant. Landlord agrees that should Tenant elect to provide all risk property coverage for the full actual replacement cost of the Building, Landlord will not seek reimbursement for that cost as provided. Each insurance policy required above shall provide that coverage shall not be canceled, except with thirty (30) days advance written notice to Landlord. Tenant shall furnish the Landlord with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. In the event and during any period that Tenant exercises this option, the provisions of this Lease related to Landlord's Insurance shall not apply to the extent they would be duplicative of Tenant's Insurance.

2. Landlord's Insurance. Landlord shall be obligated to obtain Landlord's Insurance. The term "Landlord's Insurance" includes all insurance and all required endorsements which Landlord's lender requires Landlord to maintain, in connection with Landlord's construction and ownership of the Leased Premises or any part thereof, the Building, equipment, fixtures and other improvements installed and/or owned by Landlord and used in connection with the Building and/or the Leased Premises and/or all alterations, rebuilding, replacements and additions thereto, insuring the same against commercial general liability or loss or damage by fire, lightning, explosion, vandalism, malicious mischief, sprinkler leakage (if sprinklered), flood, windstorm (including named windstorm), breach of warranty, explosion, collapse, underground hazards, earthquake and such other hazards, casualties, risks and contingencies now covered by or that may hereafter be considered as included within, the standard casualty and property insurance policy, or such other casualties as Landlord's lender may require. At all times prior to the Lease Commencement Date, such insurance shall be in the "Builder's All Risk" form. Landlord's Insurance shall also include: (i) insurance for loss of rent arising out of any of the occurrences covered by such property casualty insurance, and (ii) commercial general liability coverage to be carried by Landlord in such amounts as would be customarily carried by a landlord of other similar office buildings in other comparably sized and located California cities. Landlord shall use the same efforts as landlords of other similar office buildings in other comparably sized and located California cities to obtain Landlord's Insurance at competitive rates. Tenant shall, as Additional Rent, reimburse Landlord for the premiums for and costs of all policies of Landlord's Insurance as provided in Paragraph IV.H.1 above. Any company underwriting any of Landlord's insurance shall have, according to A.M. Best Insurance Guide, a Best's rating of not less than A- and a Financial Size Category of not less than VIII. All commercial general liability shall name Tenant

and other designees of Tenant as the interest of such designees shall appear, as "additional insureds" and such insurance shall be primary with Tenant's policy (or self-insurance, as applicable) being secondary and noncontributory. Landlord shall give Tenant at least 30 days' advance written notice of any change, cancellation, termination or lapse of insurance. Landlord shall provide Tenant with a certificate of insurance evidencing Landlord's insurance upon and as a condition to the effectiveness of this Lease, and upon renewals at least 30 days prior to the expiration of the insurance coverage. All of Landlord's insurance policies, endorsements and certificates will be on forms and with deductibles and self-insured retention, if any, reasonably acceptable to Tenant. The limits of Landlord's insurance shall not limit Landlord's liability under this Lease.

3. Waiver of Subrogation. To the extent of receipt of insurance proceeds from policies required hereunder, Landlord and Tenant hereby mutually waive all claims for recovery from the other for any loss or damage to any of Landlord's or Tenant's property insured (or required to be insured) under insurance policies to the extent of any recovery for loss insured under those policies. The parties agree that a mutual waiver of subrogation clause will be included in each insurance policy setting forth that the insurance will not be invalidated in the event that the insured waives in writing, before any loss, any or all right of recovery against the other party for any insured loss; provided, however, such waiver shall not apply to the amount of any deductible (up to a maximum of \$25,000.00). Either party shall, upon obtaining any policy of commercial insurance referred to in this Lease, give notice to the insurer that the foregoing mutual waiver does not apply to liability, losses, or damages which are self-insured.

F. Liens. Tenant will not do anything, or permit anything to be done, which subjects all or any part of the Leased Premises or Tenant's interest therein to any lien or encumbrance, including but not limited to mechanics' or materialmen's liens. If at any time prior to or during the Term (or within the statutory period thereafter if attributable to Tenant), any mechanics' or other lien or order for payment of money, which shall have been either created by, caused (directly or indirectly) by, or suffered against Tenant, shall be filed against the Leased Premises or any part thereof, Tenant, at its sole cost and expense, shall cause the same to be discharged by payment, bonding or otherwise, within thirty (30) days after the filing thereof unless such lien or order is contested by Tenant in good faith and Tenant provides sufficient security or evidence of financial ability, in each case to the reasonable satisfaction of Landlord, to pay the amount of such lien or order. Tenant shall, upon notice and request in writing by Landlord, defend for Landlord, at Tenant's sole cost and expense, any action or proceeding which may be brought on or for the enforcement of any such lien or order for payment of money, and will pay any damages and satisfy and discharge any judgment entered in such action or proceeding and save harmless Landlord from any liability, claim or damage resulting therefrom. In the event of default of Tenant's procuring the discharge of any such lien as aforesaid Landlord may, without notice, and without prejudice to its other remedies hereunder, procure the discharge thereof by bonding or payment or otherwise, and all cost and expense which Landlord shall incur shall be paid by Tenant to Landlord as Additional Rent. Landlord shall not under any circumstances be liable to pay for any work, labor or services rendered or materials furnished to or for the account of Tenant upon or in connection with the Leased Premises, and no mechanics' or other lien for such work, labor or services or material furnished shall, under any circumstances, attach to or affect the reversionary interest of Landlord in and to the Leased Premises or any alterations, repairs, or improvements to be erected or made thereon. Nothing contained in this Lease shall be deemed or construed in any way as constituting

the request or consent of Landlord, either express or implied, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to or repair of the Leased Premises or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials on behalf of Landlord that would give rise to the filing of any lien against the Leased Premises.

G. Environmental Assurances.

1. Landlord's Representations. Landlord represents and warrants to its current actual knowledge as of the Effective Date that, except as disclosed in that certain Phase II Environmental Site Assessment dated as April 2017, prepared by Team Engineering and Management, Inc., located at 459 W. Line Street, Suite 100, Bishop, CA 93514 (a copy of which have been delivered to Tenant prior to the Effective Date) ("Known Pre-Existing Conditions"), no Hazardous Substances exist at the Leased Premises in excess of de minimis amounts, or which violate site closure conditions as required by applicable governmental authorities.

2. Tenant's Covenants. Tenant covenants with Landlord:

(a) that Tenant shall not Generate (as hereinafter defined) Hazardous Substances at, to or from the Leased Premises other than customary amounts of Hazardous Substances found in a typical use similar to those permitted under this Lease at the Leased Premises and of the same size as the Leased Premises;

(b) to comply with all obligations imposed by applicable Legal Requirements related to Hazardous Substances; and

(c) to deliver promptly to Landlord true and complete copies of all notices received by Tenant from the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, and/or any other federal, state, county or local governmental agency or instrumentality with respect to Hazardous Substances on the Leased Premises.

3. Tenant's Indemnification. Landlord will give Tenant notice within three (3) days of its receipt of any claim, demand, action, suit, or other legal proceeding alleged to arise from, out of or in connection with Tenant's generation of Hazardous Substances at, to or from the Leased Premises in violation of the Requirements. With regard to Tenant's generation of Hazardous Substances, Tenant agrees to defend with County Counsel or outside legal counsel, acceptable to the Inyo County Board of Supervisors, indemnify and hold Landlord (and its owners, shareholders, employees and authorized agents) harmless from and against any judgments, damages, losses, costs, fees or expenses (including, without limitation, environmental assessment, investigation and environmental remediation expenses to the extent such assessment, investigation and/or remediation is required by the regulatory authority(ies) with jurisdiction, third party claims and reasonable attorneys' fees and expenses) related thereto. This indemnification by Tenant will remain in effect after the termination or expiration of this Lease with respect to matters accruing during the Term hereof.

H. Security Services. Tenant shall have the right, at its sole cost and expense, to install a security system within the Building. Tenant shall have the right to provide, at its sole cost and expense, a security force to regularly patrol and inspect the Leased Premises. Such security force will coordinate and cooperate with Landlord and will provide Landlord with appropriate contact numbers and emergency procedures.

I. Signage. As part of the initial construction of the Leased Premises, Landlord shall construct, at its sole cost and expense, an identification sign for Tenant on the exterior of the Building and a monument sign on the Leased Premises (the "Monument Sign"), as provided in the Approved Base Building Plans. Following Lease Commencement Date, any changes requested by Tenant to be made to the Monument Sign shall be subject to Landlord's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed, and, if approved, shall be made by Tenant at Tenant's sole cost and expense. Tenant shall hold Landlord harmless from any damage caused to the Building or the Leased Premises as a result of the maintenance, renovation and/or repair of such signs. Unless Tenant timely exercises the Tenant's Option or the Tenant's Early Option, upon the earliest of the following to occur of: (i) the end of the Lease Term, (ii) vacation of the Leased Premises by Tenant, or (iii) rejection of the Lease under applicable provisions of the Bankruptcy Code including Section 365 thereof, it shall be Tenant's obligation, at its sole expense, to remove such signs and to repair any damage to the Building or Leased Premises resulting from such removal.

J. Rooftop Equipment.

1. Notwithstanding the general limitations on further alterations, additions and improvements set forth in Paragraph V.B above, but subject to the terms therein and the terms set forth in this Paragraph V.J, Tenant is hereby given permission to install transmitting and receiving equipment, including antennae (the "Communications Equipment") on the roof of the Building.

2. Tenant shall bear all of the cost and expense of designing, purchasing, installing, operating, maintaining, repairing, removing and replacing the Communications Equipment, and for repairing or restoring any damage to the Building, the Leased Premises or to Landlord's or any other person's or entity's property arising therefrom.

3. Tenant shall be responsible for obtaining any and all federal, state, county and municipal governmental permits, approvals, licenses and certificates necessary for the installation and operation of the Communications Equipment, and shall comply with all laws, statutes, ordinances, codes, rules and regulations relating thereto, including (without limitation) building and zoning codes. Upon written request from Tenant, Landlord shall reasonably cooperate with Tenant, but without expense to Landlord or significant involvement by Landlord's personnel, in obtaining any necessary permits, approvals, licenses and certificates for the installation and operation of the Communications Equipment to the extent such permits, approvals, licenses and certificates are customary and do not involve receipt of a variance or change in any zoning applicable to the Property. Tenant shall reimburse Landlord within thirty (30) days following written demand for all reasonable costs incurred by Landlord in connection with its efforts to cooperate with Tenant in obtaining such permits, approvals, licenses or certificates.

4. Tenant shall be solely liable for and shall defend, indemnify and hold Landlord harmless from and against any damage claimed to be incurred by a third party as a result of interference from the Communications Equipment.

5. The Communications Equipment shall be installed in a manner reasonably acceptable to Landlord. In addition to other factors set forth in this Lease, Landlord may consider the quality of the proposed physical installation and its safety, and the size, shape and appearance of the Communications Equipment and its effect on the Building's appearance. Without limiting the foregoing, the Communications Equipment must be securely affixed to the roof so as to prevent its dislodging in high winds. All wires and cable must be installed in Building conduit or in an alternative conduit approved by Landlord and must be properly shielded. No Communications Equipment is permitted if its installation will void or adversely affect any warranty of the roof or if its installation and/or operation would otherwise adversely affect the Building.

6. Tenant shall have the right to sole access and control of the roof of the Building except in emergency situations involving imminent threat to safety, property (including the Building) or life. If Landlord, its representatives or their respective employees require access for emergencies, inspections, or repairs, Landlord shall give Tenant prompt notice thereof and shall make all reasonable efforts to coordinate such access such that all such persons shall be accompanied by Tenant.

7. Notwithstanding any provision of this Lease to the contrary, unless otherwise agreed to in writing by Landlord and Tenant at the time Tenant installs the Communications Equipment, the Communications Equipment shall remain the property of Tenant during and after installation and, unless Tenant timely exercises the Tenant's Option or the Tenant's Early Option shall be removed by Tenant at its expense at the expiration or earlier termination of the Term.

8. Tenant shall be solely responsible for the Communications Equipment, any damage thereto, and for any damage caused to the Building or the Leased Premises as a result of or caused by the Communications Equipment.

K. Recycling Regulations. Tenant shall comply with all applicable Legal Requirements regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash (hereinafter collectively called "waste products"), including but not limited to the separation of such waste products into proper receptacles and the removal of such receptacles in accordance with any collection schedules prescribed by such applicable Legal Requirements.

L. General Provisions Regarding Tenant's Use. Tenant shall not place a load upon any floor of the Building which exceeds the maximum live load per square foot which Landlord (or Landlord's architect or engineer) reasonably determines is appropriate for the Building based on its as built condition in accordance with Tenant-approved plans without Landlord's prior written consent. All voice, data, video, audio and other low voltage control transport system cabling and/or cable bundles installed in the Building by Tenant or its contractor shall be (i) plenum rated and/or have a composition makeup suited for its environmental use in accordance with NFPA

70/National Electrical Code; (ii) labeled at cable ends with the Tenant's name and origination and destination points; (iii) installed in accordance with all EIA/TIA standards and the National Electrical Code; and (iv) installed and routed in accordance with a routing plan showing "as built" or "as installed" configurations of cable pathways, outlet identification numbers, locations of all wall, ceiling and floor penetrations, riser cable routing and conduit routing (if applicable), and such other information as Landlord may reasonably request. The routing plan shall be available to Landlord and its agents at the Building upon request.

M. Acceptance of Leased Premises. The delivery of Lease Commencement Agreement by Tenant on the Lease Commencement Date shall constitute an acknowledgment by Tenant that, other than with respect to latent defects, completion of Punch List Items and Landlord's performance of its obligations under this Lease, (i) the Leased Premises are in good condition, that Landlord has provided or constructed all improvements to be provided or constructed by Landlord in the Leased Premises in accordance with the Work Letter, and (ii) all materials and labor provided by Landlord are satisfactory.

N. Mortgagees. Subject to Tenant's receipt of a SNDA (as defined in Paragraph XIII(B)), Tenant agrees to give the holder of any Security Instrument securing the Landlord's Financing, by certified mail, a copy of any notice of default served upon the Landlord, provided that prior to such notice Tenant has been notified in writing (by way of notice of assignment of rents and leases, or otherwise) of the addresses of such holder. The provisions of this Paragraph shall be superseded by the terms of any SNDA executed by Tenant and a mortgagee or trust deed holder.

O. Tenant's Fixtures. Tenant may at any time and from time to time in its sole discretion, and at its sole expense, install or permit to be installed, additional items of equipment or other personal property in or upon the Building in addition to the furniture, fixtures and equipment which are initially installed by Landlord as part of the Leased Premises, provided such installation does not affect the building systems or structural portions of the Leased premises. All such additional property shall remain the sole personal property of Tenant. Landlord agrees that Tenant may remove, at its own expense, at any time during the Lease Term, all such other personal property of Tenant; provided, however, that any such removal shall not cause any damage to the Building or that Tenant shall, at its own expense, repair any such damage caused thereby.

## **VI. LANDLORD'S RIGHTS AND RESPONSIBILITIES**

A. Access. Landlord or its authorized agent or representative (e.g., a property manager, asset manager, other advisor, broker, or actual or prospective purchaser or mortgagee or deed of trust holder, etc.) will have the right to enter and examine the Leased Premises (except for secured areas) for any reasonable purpose (including showing the Leased Premises to prospective tenants during the last twelve (12) months of the Term) with at least two (2) Business Days' prior written notice to Tenant and in the presence of a designated Tenant representative (Tenant covenanting to make such a representative available), or at any time in the event of an emergency. If the Leased Premises are accessed by Landlord or its authorized representatives in the case of an emergency, Landlord shall inform Tenant in writing within twenty-four (24) hours after such emergency, indicating the nature of the situation and the outcome. Landlord acknowledges that Tenant use of the Leased Premises will include conferences and other activities, and may involve

the presence of oral and/or written information, that is required as a matter of law and/or County policy to be kept confidential ("County Confidential Business"). Accordingly, Landlord agrees that (i) Tenant's restriction of access to the areas of the Building in which County Confidential business is being conducted or located will not constitute a violation of the foregoing, and (ii) in exercising its access rights under this subsection, Landlord, its employees in agents shall keep confidential all County Confidential Business to which it is exposed.

B. Parking. Landlord shall, as part of Landlord's Work, initially provide Tenant with not less than two hundred sixty (260) surface parking spaces at the Leased Premises in the location shown on the Site Plan (as defined in Exhibit C-1). Tenant shall have access to all parking spaces on the Leased Premises. Tenant shall have the right, subject to applicable legal requirements, from time to time to assign reserved parking spaces for use by its visitors, employees and subtenants.

C. Liens. Except for any Legal Requirements (and any amendments thereto permitted by this Lease) as well as any liens or deeds of trust, mortgages, assignments of rents and leases, and security agreements granted that are part of the financing of the Leased Premises from time to time and that are permitted by the terms of this Lease, Landlord will not do anything, or permit anything to be done, which subjects all or any part of the Leased Premises to any lien or encumbrance including but not limited to, mechanics' or materialmen's liens. If any such lien is filed purporting to be for work or material furnished to Landlord, then Landlord must have such lien discharged or bonded within thirty (30) calendar days of Landlord's receipt of written notice from Tenant of the filing of such lien.

D. Landlord's Environmental Obligations

1. Covenants. Landlord covenants with Tenant that Landlord (i) shall not Generate Hazardous Substances at the Leased Premises; and (ii) shall deliver to Tenant, without any representation or warranty, a copy of any environmental audit in Landlord's or Landlord's agent's possession as of the date hereof.

2. Indemnification. Landlord agrees to defend with legal counsel reasonably acceptable to Tenant, indemnify and hold Tenant (and its Supervisors, officers, employees and authorized agents) harmless from and against any claims, demands, actions, suits, proceedings, judgments, damages, losses, costs, fees or expenses (including, without limitation, environmental assessment, investigation and environmental remediation expenses, third party claims and environmental impairment expenses and reasonable attorneys' fees and expenses) incurred by the indemnitee in connection with (a) any and all Hazardous Substances existing in, on, under or around the Leased Premises as of the Effective Date of this Lease and/or (b) Landlord's Generation of Hazardous Substances at, to or from the Leased Premises and/or (c) in connection with Landlord's failure to comply with its representations, warranties and covenants set forth in Paragraph V.G.1 above. This indemnification by Landlord will remain in effect after the termination or expiration of this Lease.

3. The presence or release of Hazardous Substances on the Leased Premises which were present on the Lease Commencement Date or which were thereafter Generated by Landlord or Landlord's agents, employees, invitees or subcontractors and which, in the reasonable judgment of Tenant, threatens the health and safety of Tenant's agents, officers; employees or



invitees, shall entitle Tenant to a proportionate abatement in the Rent Payments until such presence or release is remediated.

E. Inspections; Termination of Tenant Management. Upon providing Tenant at least two (2) business days' prior notice and in the presence of a designated representative of Tenant (Tenant covenanting to make such a representative available during normal business hours), Landlord shall have the right to make an inspection of the Leased Premises to verify compliance by Tenant with its obligations under this Lease. In the event that the Leased Premises is not being maintained by Tenant in compliance by Tenant with its obligations under this Lease, Landlord shall give Tenant written notice that identifies the obligation(s) or condition(s) requiring performance in reasonable detail and notifies Tenant that such condition(s) must be cured within sixty (60) days after Tenant's receipt of such notice or Landlord may terminate Tenant's right to self-manage the Leased Premises (the "Termination Warning"). If Tenant fails to cure such failure(s) within such sixty (60) day period (which period will be extended so long as Tenant has commenced a cure and is diligently prosecuting it to completion), then Landlord may elect to (i) terminate Tenant's right to self-manage the Leased Premises by delivering written notice thereof to Tenant (a "Management Notice"), in which event Landlord shall assume such management of the Leased Premises as of the Management Change Date specified by Landlord in such written notice; or (ii) make the repair or perform the defaulted obligation on behalf of Tenant and charge Tenant, as Additional Rent due on the first day of the second calendar month after Landlord's demand, the documented cost thereof. In addition to and without limiting the foregoing, during the existence of any monetary Event of Default, Landlord shall be entitled to terminate Tenant's right to self-manage the Leased Premises by delivering a Management Notice to Tenant, in which event Landlord shall assume such management of the Leased Premises as of the termination date specified by Landlord in such written notice. The date specified in a Management Notice on which Landlord will assume the management of the Leased Premises pursuant to this Paragraph VI.E is referred to as the "Management Change Date" for purposes of this Lease. Commencing on the Management Change Date, Landlord shall manage, operate, maintain and repair the Leased Premises in the same manner as required of Tenant hereunder. Tenant shall reimburse Landlord, as part of Operating Expenses, all costs and expenses arising from Landlord's performance of its obligations hereunder, which reimbursement (together with a management fee as provided for in the definition of Operating Expenses hereunder) shall be in addition to all other Additional Rent payable by Tenant hereunder. Upon the Management Change Date, Tenant shall be released of all future obligations relating to the operation, management, maintenance, repair and replacement of the Leased Premises accruing from and after such date.

F. Additional Provisions. Following the Lease Commencement Date and prior to the Management Change Date, Landlord and its agents, officers, directors and employees assume no liability or responsibility whatsoever with respect to the conduct or operation of the business to be conducted in the Leased Premises and shall not be liable for any loss, injury or damage to property caused by or resulting from any variation, interruption, or failure of utility or other services due to any cause whatsoever, or from failure to make any repairs or perform any maintenance that is Tenant's responsibility pursuant to this Lease. In no event shall Landlord be liable to Tenant for (i) any damage to the Leased Premises, except to the extent caused by the negligence or willful misconduct of Landlord, its agents, contractors or employees or breach of Landlord's express obligations under this Lease, (ii) any loss, damage or injury to any property therein or thereon except to the extent caused by the negligence or willful misconduct of Landlord, its agents,

contractors or employees or breach of Landlord's express obligations under this Lease, (iii) any claims for the interruption of or loss to Tenant's business or for any indirect damages or consequential losses occasioned by bursting, rupture, leakage or overflow of any plumbing or other pipes or other similar cause in, above, upon or about the Leased Premises, except to the extent caused by the negligence or willful misconduct of Landlord, its agents, contractors or employees or breach of Landlord's express obligations under this Lease, or (iv) Tenant's management of the Leased Premises.

G. Indemnification by Tenant. Tenant agrees to hold Landlord and its agents, officers, directors and employees harmless against claims arising from or related to Tenant's performance of its obligations under this Lease and/or Tenant's occupancy and use of the Leased Premises during the Term, except to the extent resulting from the negligence, willful misconduct, or breach of obligations under this Lease of Landlord, its agents, contractors or employees during any period of the Term. Landlord and its agents, officers, directors and employees shall not be liable to Tenant, its employees, agents, business invitees, licensees, customers, clients, family members or guests for any damage, compensation or claim arising out of or related to managing the Leased Premises, repairing any portion of the Leased Premises, the interruption in the use of the Leased Premises, accident or damage resulting from the use or operation (by Landlord and its agents, officers, directors and employees, Tenant, or any other person or persons whatsoever) or failure of elevators, or heating, cooling, electrical or plumbing equipment or apparatus, or the termination of this Lease by reason of the destruction of the Leased Premises, or from any fire, robbery, theft, mysterious disappearance and/or any other casualty, or from any leakage in any part of portion of the Building, or from water, rain or snow that may leak into or flow from any part of the Building, or from any other cause whatsoever, unless (i) occasioned by the negligence, willful misconduct or breach of Landlord's obligations under this Lease by Landlord, its agents, contractors and employees or (ii) Landlord's responsibility pursuant to Paragraph VI.H below. If any public utility or governmental body shall require Landlord or Tenant to restrict the consumption of any utility or reduce any service to the Leased Premises, Landlord and Tenant shall comply with such requirements, without any abatement or reduction of the Basic Annual Rent. Any goods, property or personal effects, stored or placed by Tenant in or about the Leased Premises shall be at the sole risk of Tenant, and Landlord and its agents, officers, directors and employees shall not in any manner be held responsible therefor, except if such injury or damage results from Landlord's (or its agent's or affiliate's) negligence or willful misconduct. Notwithstanding the foregoing, in the event that an interruption in any utilities or services caused by the negligence or willful misconduct of Landlord, or caused by Landlord's breach of its obligations under this Lease renders the Leased Premises or a portion thereof untenable for general office use, provided such interruption (i) is not caused by Tenant, its agents, employees, contractors or invitees, (ii) exists for more than five (5) consecutive business days, and (iii) Tenant in fact ceases to use the Leased Premises or such portion during such period of cessation or interruption (an "Interruption"), then, commencing on the sixth (6th) business day after such Interruption, Rent hereunder shall be abated until such services or utilities have been restored (or, if earlier, the date Tenant re-opens for business in the Leased Premises or applicable portion thereof). The foregoing specific remedies shall be Tenant's sole and exclusive remedies resulting from such Interruption.

H. Indemnification by Landlord. Landlord agrees to hold Tenant and its agents, officers, directors and employees harmless against claims arising from or related to Landlord's performance of its obligations under this Lease and/or Landlord's occupancy and use of the

Property prior to the commencement of the Term, except to the extent resulting from the negligence, willful misconduct, or breach of obligations under this Lease of Tenant, its agents, contractors or employees during any period of the Term.

I. Landlord's Warranty Responsibility. Landlord warrants that the entire Leased Premises, including but not limited to the Building, shall be free of defects and all building systems shall be fully operational in accordance with manufacturers' specifications for a period of one (1) year from the date of Substantial Completion. If a defective item or component of the Leased Premises requires repair or replacement within one-year of the date of Substantial Completion, Landlord shall, at its sole cost and expense, repair or replace such defective item or component. Landlord agrees to obligate any general or subcontractor hired by Landlord to deliver warranties and guarantees of workmanship imposed by state law or state agency at the time of contracting. Landlord shall use best efforts to make the benefits of any warranty and guarantee of any contract or subcontract for the construction and installation of the Leased premises' available to Tenant (by assignment or otherwise). Landlord shall assure that the roof meets the specifications of a 20-year roof and that the installation is completed by a licensed roofing contractor. Landlord shall obtain a written manufacturer's warranty for the roofing material as may be customary in the roofing industry for comparable materials and applications. Landlord shall also obtain a written manufacturer's warranty for the heating, ventilation and air conditioning system as may be customary for comparable systems. In the event that any of the items required to be maintained and repaired by Landlord under the provisions of this Paragraph are protected by warranties or guarantees, Landlord or Landlord's successors in interest shall assign to Tenant joint access to the benefit of such protection thereunder to the extent Landlord is entitled to make such assignment by the terms and conditions of such warranties or guarantees. Tenant shall promptly reimburse Landlord for all costs and expenses reasonably incurred by Landlord to pursue such claims against the applicable contractors, subcontractors and suppliers if such action is requested by Tenant.

J. Non Discrimination. Landlord certifies and agrees that (i) all persons employed thereby, are and shall be treated equally without regard to or because of race, religion, ancestry, national origin or sex, or any other legally-protected status, and in compliance with all federal and state laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment and Housing Act and agrees to include a non-discrimination provision in any agreement with a Contractor or Subcontractors, and will require its contractor to also provide a non-discrimination provision in any agreement with its subcontractors, (ii) subcontractors, bidders and vendors thereof are and shall be selected without regard to or because of race, religion, ancestry, national origin or sex, or any other legally-protected status, (iii) all employment records shall be open for inspection and reinspection at any reasonable time during the term of this agreement for the purpose of verifying the practice of non-discrimination by Landlord in the areas heretofore described, and (iv) the sum of \$200.00 is hereby agreed upon as the amount of damages that will be sustained by Tenant for each breach of the promises on non-discrimination herein contained. Said amount has been set by the parties hereto in recognition of the difficulty in fixing actual damages arising from a breach thereof and not as a penalty. Nothing in this Paragraph shall be construed as limiting any obligation Landlord would have under this Lease to indemnify Tenant against any claims asserted by third parties for breach of the promises on non-discrimination herein contained.

## **VII. DAMAGE AND DESTRUCTION**

A. General Rule. If a part of the Leased Premises shall be damaged or destroyed by casualty ("Casualty"), (i) Tenant shall promptly notify Landlord if the estimated cost of rebuilding, replacing and repairing the same shall be or exceed Two Hundred Fifty Thousand Dollars (\$250,000); (ii) Landlord shall provide to the Insurance Trustee or Tenant, as may be required under Paragraph VII.B, any insurance proceeds it is paid in association with the loss; (iii) Tenant shall use all insurance proceeds paid against the loss by Landlord's insurer and Tenant's insurer to rebuild, replace and repair any damage or destruction to the Leased Premises with reasonable promptness and diligence in conformity with the requirements of Paragraph VI.B (as if such work were Material Tenant Alterations) in such manner as to restore the same to the same or better condition and equivalent or better value, as nearly as possible, as existed immediately prior to such casualty and (iv) during this time rent shall be paid to Landlord consistent with the rent continuation insurance it secures.

B. Insurance Trustee. Unless this Lease is terminated as set forth above, Landlord and Tenant shall cooperate fully to obtain the largest possible recovery under the policies of Landlord's Insurance required under Paragraph VI.E.2. All such insurance proceeds in excess of \$250,000 shall be paid to an "Insurance Trustee" (as hereinafter defined), who shall apply the proceeds as required by this Lease. Insurance proceeds not exceeding \$250,000 shall be paid to Tenant, who shall apply the proceeds as required by this Lease. The term "Insurance Trustee" means the holder of the Security Instruments, or if such holder is unwilling or unable to serve as insurance trustee, then a responsible, independent and established trustee approved by Landlord, Tenant and such holder. The \$250,000 threshold specified in this subparagraph B shall be increased upon the commencement of each Lease Year by the percentage increase if any in the CPI between the Effective Date of this Lease and the commencement of the applicable Lease Year.

## **VIII. CONDEMNATION**

A. Termination. This Lease will terminate immediately upon: (1) a taking or condemnation of the entire Leased Premises for public purposes; (2) a partial taking which prevents Tenant from being reasonably able to use the remainder of the Leased Premises for the purposes intended by this Lease; (3) a taking or condemnation that reduces the number of parking spaces at the Leased Premises to less than the minimum number of spaces that would be required under the Legal Requirements of the City (whether or not Tenant is legally subject to such Legal Requirements) ("Minimum Required Parking") and Landlord fails, within six (6) months following the date of the taking or condemnation, to provide additional parking reasonably convenient to the Building in order to provide such Minimum Required Parking; or (4) with respect to the Leased Premises, upon Landlord's conveyance or lease of the Leased Premises to any condemning authority in settlement of a threat of condemnation or taking. The Rent will be adjusted to the date of termination due to such taking, leasing or conveyance.

B. Award. In the event of a partial taking for which this Lease is not terminated, the Rent will abate in an amount which, in Landlord's and Tenant's reasonable judgment, is proportionate to the extent the Leased Premises are rendered untenable for the ordinary course of Tenant's business. Tenant, however, will not have any claim against Landlord, nor any claim for any award from the condemning authority arising out of any such taking, lease, conveyance or

condemnation action nor in any way arising out of Landlord's residual interest in the Leased Premises, but will have the right to pursue a separate claim against the condemning authority for Tenant's loss of leasehold interest in the Leased Premises, its residual interest in the Leased Premises under the Option, Tenant's property owned or leased by Tenant in the Leased Premises, Tenant's own loss of business and its moving expenses. In addition, notwithstanding the immediately preceding sentence, Tenant shall have a claim against Landlord if Landlord receives a portion of any award based on Tenant's loss of leasehold interest in the Leased Premises, its residual interest in the Leased Premises under the Option, Tenant's property owned or leased by Tenant in the Leased Premises, Tenant's own loss of business and its moving expenses.

## **IX. HOLDING OVER**

This Lease is for a specific Term. In the event that title to the Leased Premises does not transfer to Tenant pursuant to Tenant's timely exercise of the Tenant's Early Option or at the expiration of the lease term pursuant to Paragraph II(B) above, if Tenant, without Landlord's specific written consent, continues its possession of the Leased Premises after the expiration or earlier termination date of this Lease, then all of the following conditions will apply: (i) Tenant will occupy the Leased Premises as a month to month tenant on the terms of this Lease, except that its occupancy will be at one hundred twenty-five percent (125%) of the monthly Basic Annual Rent payable during the last year of the Term and one hundred percent (100%) of the monthly Additional Rent as determined hereunder and will be subject to termination on thirty (30) calendar days' prior written notice from either party to the other; and (ii) in the event such holdover by Tenant continues for a period of sixty (60) days following Tenant's receipt of written notice that Landlord has executed a term sheet for the lease of the Leased Premises (or any portion thereof) by a new tenant, Tenant will defend, indemnify and hold Landlord harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, losses, costs or expenses (including reasonable attorneys' fees) incurred by Landlord in connection with claims or litigation (e.g., due to a delayed commencement date for a new tenant) arising because of such holdover by Tenant.

## **X. DEFAULT**

A. Events of Default. Upon the expiration of any applicable notice or cure period, each of the following constitutes a material breach and a default by Tenant or Landlord, as the case may be, under this Lease (an "Event of Default"):

1. If Tenant (i) files a petition for relief under the Bankruptcy Code, or under any other present or future state or federal law regarding bankruptcy, reorganization or other debtor relief law, (ii) files any pleading or an answer in any involuntary proceeding wherein Tenant is a debtor under the Bankruptcy Code or other debtor relief law which admits the jurisdiction of the court of the petition's material allegations regarding Tenant's insolvency, (iii) makes an assignment in violation of this Lease; or (iv) is a party to any order or decree entered by a court of competent jurisdiction enjoining or prohibiting Tenant from performing its obligations under this Lease, then and in any said events if such condition is not cured, within thirty (30) days of Tenant's receipt of written notice of such condition from Landlord (or such additional time as is

reasonably necessary to cure or correct such condition so long as Tenant uses Tenant's good faith efforts to diligently pursue such cure and/or correction to completion), at Tenant's option, by: (A) correcting or eliminating such condition; or (B) providing Landlord with an irrevocable standby letter of credit in the amount equal to the Basic Annual Rent payable by Tenant for the then-current calendar year.

2. Landlord's making an assignment for the benefit of creditors.

3. Tenant's causing or permitting the Leased Premises to be vacant, or its abandoning or ceasing to do business actively in the Leased Premises for a period in excess of thirty (30) consecutive calendar days, subject to Force Majeure; provided, however, that Tenant's vacating the Leased Premises shall not be deemed an Event of Default so long as Tenant: (i) continues to pay all sums payable by Tenant hereunder when due; and (ii) continues to perform all other obligations of Tenant hereunder when the same are required to be performed; and (iii) provides Landlord Tenant's updated address for notices.

4. Tenant's failure to pay Rent when due and such failure continues for more than ten (10) Business Days after written notice of such failure to Tenant.

5. Tenant's or Landlord's failure to perform any other term, covenant or condition required by this Lease and such failure to cure within thirty (30) calendar days after receipt of written notice of such failure from Landlord or Tenant, as the case may be, which thirty (30) calendar days shall be extended for a reasonable period if the defaulting party promptly has commenced and is proceeding diligently to cure such failure.

Upon the occurrence of an Event of Default by Tenant, Landlord shall, in addition to all rights and remedies of Landlord set forth in this Lease, be excused from any obligation to continue and complete Landlord's Work (as defined in Exhibit C-1).

B. No Waiver of Default. Even if Landlord or Tenant does not seek the other's strict performance of any provision of this Lease, or does not exercise any right it has, neither Tenant nor Landlord will be construed as waiving its right to strictly enforce Landlord's or Tenant's performance in the future. There will be no waiver by Landlord or Tenant of any Lease provision unless expressed in writing and signed by the party against whom such waiver is being alleged. If Landlord receives Rent with knowledge of Tenant's breach of this Lease, or Tenant pays Rent with knowledge of Landlord's breach of this Lease, then neither party will be construed as having waived such breach.

C. Damages. Subject to the terms and provisions of, and except as otherwise expressly provided in, this Lease, in the event of any Event of Default, the non-defaulting party will be entitled to receive from the defaulting party as damages, upon demand, all reasonable expenses which the non-defaulting party incurs as a result of such breach.

D. Termination of Lease and Possession of Leased Premises.

1. Upon any Event of Default by Tenant, Landlord may then, upon at least thirty (30) calendar days' prior written notice to Tenant, terminate this Lease and/or Tenant's right to possess the Leased Premises without terminating this Lease. Landlord may then (with or

without formal court action) take possession of the Leased Premises and remove Tenant or any other occupant, and any property, whether belonging to Landlord, Tenant or others (but subject to being redeemed by Tenant upon Tenant's prompt cure of such default and payment of any costs incurred in removing and/or storage of such property) without relinquishing any other rights Landlord may have against Tenant. The thirty (30) day notice set forth above in this subparagraph is for notice purposes only and does not create, grant or allow (nor shall it be interpreted to create, grant or allow) an additional cure period, opportunity to cure, right of redemption, or other similar right.

2. If, upon the occurrence of any Event of Default, Landlord terminates Tenant's possession of the Leased Premises without terminating this Lease, Tenant shall pay to Landlord within thirty (30) days after written demand all reasonable expenses incurred by Landlord to relet the Leased Premises, or any portion thereof, including but not limited to, the cost of renovating, remodeling, repairing and altering the Leased Premises for a new tenant or tenants, advertisements, legal, and brokerage fees and any deficiency that may arise by reason of such reletting. Landlord shall have the right as the agent of Tenant to divide or subdivide the Leased Premises in any manner and relet the Leased Premises, or any portion thereof, for a term or terms which may, at Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease.

3. Without duplication of the damages set forth in Paragraph X.C or X.D.2, if Landlord terminates this Lease, Landlord will also be entitled to Basic Rent due to the date of termination plus, at Landlord's option, either (a) or (b) below:

(a) Liquidated damages equal to the total Rent which Landlord would have received under this Lease (had Tenant made all such Rent payments as required) for the remainder of the Term minus the fair rental value of the Leased Premises for the same period, discounted to present value at the Prime Rate (defined below) in effect upon the date of determination. For purposes hereof, the "Prime Rate" shall be the per annum interest rate publicly announced by Wells Fargo, N.A. on the date of the computation. If Landlord enters into a lease with an unaffiliated third party in an arm's-length transaction for the lease of the Leased Premises, the rent payable pursuant to such lease or term sheet shall be prima facie evidence of the fair rental value of the Leased Premises. The foregoing Paragraph shall not be construed as relieving Landlord of any obligation it would otherwise have under the law to mitigate damages

(b) Damages for each month of the unexpired portion of the Term from the date of termination equal to the sum of (i) the aggregate expenses (other than Additional Rent payable pursuant to Paragraph IV.G) paid by Landlord for items which this Lease requires Tenant to pay for each applicable month; plus (ii) the amount of the installments of Basic Annual Rent which would have been payable by Tenant if this Lease had not been terminated; plus (iii) the monthly average of Additional Rent payable pursuant to Paragraph IV.G paid in the Lease Year (or an annualized portion if the Term has been less than a total of 12 months to the date of termination) immediately preceding the Event of Default; plus (iv) Landlord's costs incurred (including court costs, reasonable attorneys' fees and similar costs of collection) in collecting such amounts, minus the rents, if any, actually collected by Landlord for each such month through re-renting or through permitted subleases of the Leased Premises. The damages under this subparagraph will be due in monthly installments, in advance, on the first day of each calendar

month following such termination and will continue until the originally-intended expiration of the Term. Landlord's action to collect, or its collection of, any damages for one month will not prejudice its rights to bring actions to collect damages for subsequent months, whether in multiple actions from time to time or in a single action brought after the originally-intended expiration of the Term. The foregoing Paragraph shall not be construed as relieving Landlord of any obligation it would otherwise have under the law to mitigate damages.

4. If Landlord does terminate this Lease in the manner provided for in Paragraph X.D.1 above, Tenant shall remain liable and agrees to keep or perform all covenants and conditions herein, contained to be kept or performed by Tenant and, if the property is not re-let, to pay the full amount of the Rent to the end of the term of this Lease or, in the event that the Leased Premises is re-let, to pay any deficiency in Rent that results therefrom; and further agrees to pay said Rent and/or deficiency in Rent punctually at the same time and in the same manner as hereinabove provided for the payment of Rent hereunder, notwithstanding the fact that Landlord may have received in previous years or may receive thereafter in subsequent years rental in excess of the Rent herein specified, and notwithstanding any entry or re-entry by Landlord or suit in unlawful detainer, or otherwise, brought by Landlord for the purpose of effecting such re-entry or obtaining possession of the Leased Premises. Should Landlord elect to re-enter as herein provided, Tenant hereby irrevocably appoints Landlord as the agent and attorney-in-fact of Tenant to re-let the Leased Premises, or any part thereof, from time to time, either in Landlord's name or otherwise, upon such terms and conditions and for such use and period as Landlord may deem advisable and to remove all persons in possession thereof and all personal property whatsoever situated upon the Leased Premises and to place such personal property in storage in any warehouse or other suitable place located within the geographical boundaries of Tenant, for the account of and at the expense of Tenant, and Tenant hereby indemnifies and agrees to save harmless Landlord from any reasonable costs, loss or whatsoever arising out of, in connection with, or incident to any such re-entry upon and re-letting of the Leased Premises and removal and storage of such property by Landlord or its duly authorized agents in accordance with the provisions herein contained. Tenant agrees that the terms of this Lease constitute full and sufficient notice of the right of Landlord to re-let the Leased premises in the event of such re-entry without effecting a surrender of this Lease, and further agrees that no acts of Landlord in effecting such re-letting shall constitute a surrender or termination of this Lease irrespective of the use or the term (subject to the preceding sentence) for which such re-letting is made or the terms and conditions of such re-letting, or otherwise, but that, on the contrary, in the event of such default by Tenant the right to terminate this Lease shall vest in Landlord to be effected in the sole and exclusive manner provided for in Paragraph X.D.5 below. Tenant further waives the right to any rental obtained by Landlord in excess of the Rent herein specified and hereby conveys and releases such excess to Landlord as compensation to Landlord for its services in re-letting the Leased Premises.

5. An acceptance of surrender of the Leased Premises must be in writing signed by Landlord.

6. LANDLORD AND TENANT AGREE THAT ANY DUTY OF LANDLORD TO MITIGATE UNDER CALIFORNIA LAW SHALL BE SATISFIED IF LANDLORD LISTS THE LEASED PREMISES WITH A BROKER OR LEASING AGENT (INCLUDING IN-HOUSE LEASING PERSONNEL) AND TAKES SUCH OTHER



COMMERCIALLY REASONABLE ACTIONS TO RELET THE LEASED PREMISES,  
SUBJECT TO THE FOLLOWING CONDITIONS:

(a) Landlord may decline to incur out-of-pocket costs to relet the Leased Premises, other than customary leasing commissions and legal fees for the negotiation of a lease with a new tenant;

(b) Landlord may decline to relet the Leased Premises at rental rates below then prevailing market rental rates; and

(c) Before reletting the Leased Premises to a prospective tenant, Landlord may require the prospective tenant to demonstrate the financial capacity to satisfy the reasonable lease obligations satisfactory to Landlord in Landlord's reasonable discretion.

Nothing in this Paragraph shall preclude Tenant from taking steps at its own expense to identify a prospective tenant with the capacity to relet or sublet the Leased Premises.

E. Self-Help Rights.

1. If a party shall violate any covenant or agreement made by it in this Lease and such violation shall not have been corrected within thirty (30) calendar days following receipt of written notice thereof, or if such violation is such that it cannot be corrected within thirty (30) calendar days and the nonperforming party shall not have commenced to correct such violation within thirty (30) calendar days, then the other party may, in addition to whatever other rights and remedies it may have at law or in equity, take such action which is considered to be commercially reasonable and prudent in scope and cost to correct the violation for and on behalf of the nonperforming party at the nonperforming party's expense. Upon completion of such cure, the performing party shall invoice the nonperforming party for the reasonable costs and expenses incurred by the performing party in correcting such violations. The cure or correction of the violation by the non-defaulting party shall not be deemed to waive the Event of Default, unless the nonperforming party makes payment to the performing party within the periods set forth in this subparagraph.

2. If the nonperforming party is Landlord and Tenant cures the nonperformance as set forth above but Landlord fails to make the payment as set forth above within thirty (30) calendar days from the receipt of such invoice, then Tenant shall notify Landlord in writing that it has not received payment and shall provide Landlord with five (5) Business Days to deliver payment to Tenant. Such notice shall contain a legend in bold type that if Landlord fails to pay such amounts to Tenant within five (5) Business Days Tenant shall exercise its right to offset such amounts against Rent. If Tenant has not received payment within such five (5) Business Day period, then Tenant shall have the right to offset such actual costs and expenses, against Rent due Landlord; provided, however, such unpaid amounts are to be offset against the Rent in the following order: first, against any Deferred Additional Rent, second, against Additional Basic Rent, third, against Additional Rent, and, finally, against Basic Annual Rent; provided, further, that Tenant shall not be entitled to offset such unpaid amounts against Basic Annual Rent unless and until Tenant has received a non-appealable judgment against Landlord, and any such offset against Basic Annual Rent is and shall be limited to the amount of the

judgment and any accrued interest thereon. Tenant shall give Landlord written notice of the exercise of any such offset right and the amount being offset pursuant to this Paragraph X.E.2.

3. If the nonperforming party is Tenant, Landlord shall have all rights and remedies set forth elsewhere in this Lease or provided by law for Events of Default. In addition, if Landlord cures the nonperformance but Tenant fails to make the payment as set forth above within thirty (30) calendar days from the receipt of such invoice, then, after the expiration of any notice and/or cure period set forth in this Lease, an additional Event of Default shall exist for Tenant's failure to make such payment and Landlord shall have all rights and remedies relating thereto.

F. Mutual Indemnity. Landlord and Tenant agree that each will defend, indemnify and hold harmless the other for all claims, demands, actions, suits, proceedings, judgments, damages, losses, costs and expenses (including, without limitation reasonable attorneys' fees) incurred by one party (the "Indemnitee") to the extent resulting from any claim or action (whether or not such claim or action proceeds to final judgment) brought or threatened for any negligence or any willful misconduct of the of the other party (the "Indemnitor"), and/or of the Indemnitor's servants, employees, agents, licensees or invitees. This indemnification will remain in effect after the termination or expiration of this Lease.

G. Remedies Cumulative. Landlord's or Tenant's rights and remedies under this Lease will be cumulative. The enumeration or exercise of certain rights and remedies above will not exclude any other right or remedy available at any time under applicable law. Upon the occurrence of an Event of Default, the damaged, non-defaulting party will be entitled to all remedies set forth above or existing at law or in equity (except that Tenant shall not have a right of termination except as may be otherwise expressly set forth herein or unless the Event of Default by Landlord rises to the level of a constructive eviction). The foregoing notwithstanding, except as may be otherwise specifically set forth herein, neither party shall be liable for consequential, punitive or other special damages as a result of an Event of Default by such party hereunder.

## **XI. ASSIGNMENT AND SUBLETTING**

A. General Rule. Tenant shall, subject to the provisions of Paragraph V.A hereof and the further provisions of this Paragraph, have the right without Landlord's prior approval to sublease the Leased Premises to the State, any political subdivision of the State, any Department of Tenant, any municipal corporation, or any agency of the State so long as the Leased Premises or subleased portion thereof used in the same manner as provided in Paragraph V.A hereof.

Except as otherwise specifically set forth in this Paragraph, no Assignment (as defined below) of this Lease or Subletting except as set forth hereinabove (as defined below) of the Leased Premises is permitted without the prior written consent of Landlord. Landlord shall not unreasonably withhold or condition its consent to any proposed Assignment or Subletting. In addition, Landlord and Tenant hereby agree and stipulate that any one or more of the following factors shall be deemed to be sufficient grounds, but shall not be the exclusive grounds, for Landlord's deciding to deny Tenant's request to sublet, assign, or otherwise transfer the Leased Premises, or any portion thereof: (i) if Tenant is being released in connection with such assignment or subletting, the credit rating and/or credit strength of the proposed subtenant/assignee is lower than Tenant's on the effective date of Assignment; (ii) whether the proposed subtenant/assignee has been adjudicated a

bankrupt or insolvent or filed a petition or action seeking any reorganization, arrangement, recapitalization, readjustment, liquidation, dissolution or similar relief under any federal bankruptcy act or any other laws in the preceding seven (7) years; (iii) the proposed use of the Leased Premises by the proposed subtenant/licensee or concessionaire is not permitted by this Lease; (iv) any violation of any laws, ordinances, government regulations, or any Restrictions by reason of such Assignment or Subletting; or (v) if any proposed assignment or subletting would jeopardize the real estate investment trust status of the Landlord, including if such assignment or subletting was (1) with any person in which Landlord owns, directly or indirectly (by applying the constructive ownership rules set forth in Section 856(d)(5) of the Internal Revenue Code of 1986, as amended (the "Code")), (a) in the case of any person which is a corporation, stock of such person possessing 10% or more of the total combined voting power of all classes of stock entitled to vote, or 10% or more of the total value of shares of all classes of stock of such person, or (b) in the case of any person which is not a corporation, an interest of 10% or more in the assets or net profits of such person; or (2) consummated in any manner which could cause any portion of the amounts received by Landlord pursuant to this Lease or any assignment or subletting document to fail to qualify as "rents from real property" within the meaning of Section 856(d) of the Code, or any similar or successor provision thereto. The prohibition set forth in item (v) of this Paragraph XI.A shall hereinafter be referred to as the "REIT Restriction".

B. Definitions. The term "Assignment" will include, but not be limited to, the following: (1) any assignment of this Lease; and/or (2) any other event similar in effect to any of the foregoing, whatsoever it is called and however it may be implemented. Notwithstanding anything to the contrary contained or implied herein or provided by applicable Restrictions, in no event may Tenant mortgage, pledge, hypothecate, grant a security interest in, or otherwise encumber this Lease (or the Leased Premises or any portion thereof). The term "Subletting" shall mean (1) a subletting of all or any part of the Leased Premises except to any public entity as allowed herein; (2) any permission to a third party to use all or part of the Leased Premises except as allowed herein; and/or (3) any other event similar in effect to any of the foregoing, whatsoever it is called and however it may be implemented.

C. Cost. In connection with any proposed Assignment or Subletting which requires Landlord's consent hereunder, Tenant shall pay Landlord's actual and reasonable legal fees and expenses in connection with any requested assignment or sublease, except that Tenant's obligation to pay such legal fees and expenses shall not exceed \$3,000.00 in connection with any Subletting.

D. Effect of Approval.

1. If required, Landlord's consent to a specific Assignment or Subletting does not waive Landlord's right to withhold consent to any future or additional Assignment or Subletting.

2. If the amount of rent and other sums received by Tenant under any Assignment or Subletting is more than the Rent due from Tenant under this Lease, then Tenant will retain the entirety of such excess and Landlord shall have no claim thereto.

3. Even if Landlord consents to an Assignment or Subletting, Tenant will remain jointly liable under this Lease with the assignee or subtenant unless Landlord agrees in

writing and in fact releases, in writing, Tenant from such primary liability, which Landlord may elect to do so in its sole and absolute discretion.

E. Assignment of Rent. If Tenant defaults under this Lease, Landlord may collect rent from the assignee, subtenant, occupant or user (the "Assignee/Subtenant") of the Leased Premises and apply it towards the Rent due under this Lease. Such collection will not be deemed an acceptance of the Assignee/Subtenant as tenant, will not waive or prejudice Landlord's right to initiate legal action against Tenant to enforce Tenant's fulfillment of its obligations under this Lease, and will not release Tenant from such obligations.

F. No Release of Tenant. Notwithstanding any assignment or subletting, Tenant shall at all times remain fully responsible and liable for the payment of the Rent herein specified and for compliance with all of its other obligations under this Lease (even if future assignments and sublettings occur subsequent to the assignment or subletting by Tenant and regardless of whether or not Tenant's approval has been obtained for such future assignments and sublettings). Finally, in the event of an assignment or subletting, it is understood and agreed that all rentals paid to Tenant during the existence of an Event of Default shall be received by Tenant in trust for Landlord, to be forwarded immediately to Landlord to the extent provided herein without offset, deduction, or reduction of any kind.

G. Assignment by Landlord. Subject to compliance with the following requirements, Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Lease and in the Leased Premises and all other property referred to in this Lease, and in such event and upon such transfer (a "Transfer"), the transferor Landlord will be entirely relieved of all covenants and obligations which arise from and after the date the transferee executes and delivers a written agreement in writing in form reasonably acceptable to Tenant all of Landlord's obligations hereunder arising from and after the date of such assumption. Notwithstanding anything to the contrary set forth herein, Landlord may not assign its rights and obligations under this Lease at any time prior to the date of Substantial Completion of Landlord's Work. Landlord shall use due diligence and best efforts to inquire and ensure that any party to which it assigns its rights and obligations under this Lease has sufficient experience in comparable real estate transactions and sufficient financial resources to be able to satisfy all of Landlord's obligations to Tenant under this Lease, including but not limited to those obligations set forth in the following Paragraphs: II(B) (Transfer of Title Upon Expiration of Lease Term); II(C) (Option to Purchase Prior to End of Term); V(E)(2) (Landlord's Insurance); VI(D) (Environmental Obligations); VI(H) (Indemnification); VI(I) (Warranty Responsibility); and X(F) (Mutual Indemnity).

1. Each assignee or transferee shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Paragraphs 5950-5955 of the California Government Code, which prohibit the offer or sale of any security constituting a fractional interest in this Lease of any portion thereof, without the prior written consent of Tenant.

2. Violation by Landlord of the provisions of Paragraph 5951 of the California Government Code will constitute a material breach of this Lease, upon which Tenant may impose in an amount equal to the greater of (i) \$500,000 or (ii) 10% of the aggregate principal portion of all Annual Basic Rent payments payable by Tenant during the entire Lease Term, it being

expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, Tenant may exercise or pursue any other right or remedy it may have under this Lease or the applicable Legal Requirements. Tenant hereby agrees and acknowledges that distributions of profits by Landlord to its constituent members, partners and/or shareholders shall not constitute a violation of Paragraph 5951 of the California Government Code.

3. Landlord shall give Tenant notice and a copy of each instrument of Transfer and any other instrument relating thereto fifteen (15) business days prior to the effective date thereof.

4. Landlord shall not furnish any information concerning Tenant or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the Office of the County Counsel) to any person or entity, except with Tenant's prior written consent which consent shall not be unreasonably withheld, conditioned or delayed; provided however, nothing contained herein shall restrict Landlord from disclosing such information as may be already in the public domain, required by law or to its employees, agents, consultants, accountants or attorneys.

5. The provisions of this Paragraph shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Paragraph Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns whether so expressed or not.

## **XII. ESTOPPEL CERTIFICATES**

Either party shall at any time upon not less than thirty (30) days' prior written notice from the other party execute, acknowledge and deliver to, the requesting party a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (b) acknowledging that there are not to the declarant's knowledge, any uncured defaults on the part of either party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the building complex or any other interested party. Failure to deliver such statement within such time shall be conclusive evidence (i) that this Lease is in full force and effect without modification except as may be represented by the requesting party in the written request for the certificate, (ii) that there are no uncured defaults in either party's performance, and in the case of Tenant's estoppel (iii) that not more than one month's Basic Annual Rent has been paid in advance. Any notice and cure provisions set forth in any other part of this Lease do not apply to the provisions of this Paragraph XII.

### **XIII. SUBORDINATION AND ATTORNMENT**

A. Security Instruments. Landlord may collaterally assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive Rental Payments), and Landlord may execute any and all instruments providing for the payment of Rental Payments directly to an assignee or transferee, but only in compliance with the conditions set forth in Paragraph XI.G. and this Paragraph XIII. Any document or agreement purporting to collaterally assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof, is hereinafter referred to as a "Security Instrument." Any Security Instrument which is executed without full compliance with the requirements of this Paragraph shall be void.

B. Subordination. Landlord agrees not to subject the Leased Premises to any Security Instrument other than the existing Security Instrument securing repayment of the Landlord's Financing on the Lease Commencement Date, unless such deed of trust or mortgage shall meet each and every one of the following conditions: (i) that the aggregate amount of indebtedness, the repayment of which is secured by such proposed new Security Instrument does not exceed the outstanding principal amount of the Landlord's Financing immediately prior to issuance of such proposed Security Instrument (in other words, no "cash out" loan secured by Security Instruments will be permitted), (ii) that the repayment of all outstanding indebtedness is amortized over a term not to exceed the remaining Lease Term and is repayable on an annual, semiannual, quarterly, or monthly basis, and (iii) that such Security Instrument shall require that it be reconveyed for nominal consideration by the beneficiary or the beneficiary's assignee immediately upon payment in full and the delivery by Tenant of a Certificate of Acceptance pursuant to Paragraph II.B or II.C of this Lease.

Landlord agrees to notify Tenant in writing of each such proposed new Security Instrument and to assure compliance with the conditions specified herein.

Subject to Tenant's receipt of an SNDA (hereinafter defined), Tenant accepts this Lease, and the tenancy it creates, subject and subordinate to any Security Instruments securing the Landlord's Financing as of the Lease Commencement Date, and/or any extensions, modifications or amendments thereof, which are now or later will be a lien, or now affect or will affect all or any part of the Leased Premises meeting the requirements set forth above in this Paragraph XIII. Tenant agrees to execute, on request, any instruments which may be required to subordinate Tenant's interest to such financing arrangement, provided Tenant is provided with a commercially reasonable subordination, non-disturbance and attornment agreement in a form reasonably approved by Tenant and any then applicable lender (an "SNDA"), providing that so long as Tenant is not then in default of the Lease Tenant's use and occupancy of the Leased Premises shall not be disturbed as a result of any foreclosure under such financing and any such lender shall remain subject to Tenant's right to purchase the Premises upon the terms set forth herein. Landlord agrees to provide Tenant with an SNDA from Landlord's current lender, if any, in such form as may be reasonably acceptable to such lender and Tenant. Any SNDA may be made on the condition that neither the mortgagee nor anyone claiming by, through or under such mortgagee shall be:

1. liable for any act or omission of any prior Landlord (including, without limitation, the then defaulting Landlord), except that the mortgagee or its successor shall be

responsible for the cure of any default by Landlord continuing at the time the mortgagee or its successor acquires title to the Leased Premises, provided that the mortgagee had prior notice of the existence of the default by Landlord and the default is of a type or nature that is reasonably susceptible to cure by the mortgagee or its successor;

2. subject to any defense or offsets which Tenant may have against any prior Landlord (including, without limitation, the then defaulting Landlord) which arise prior to the date such mortgagee (or someone acquiring at a foreclosure sale related to the mortgagee's mortgage) acquires title to the Leased Premises, except to the extent the mortgagee received notice of the Landlord default giving rise to such offset or defense pursuant to the SNDA, the default by Landlord was of a type or nature that is reasonably susceptible to cure by the mortgagee, and the mortgagee elected not to cure such default;

3. bound by any payment of Rent which Tenant might have paid for more than the current month to any prior Landlord (including, without limitation, the then defaulting Landlord);

4. bound by any obligation to make any payment to Tenant which was required to be made prior to the time such Landlord succeeded to any prior Landlord's interest (but without limiting Tenant's defenses and offset rights in the event any such payment is not made);

5. bound by any material modification, amendment or supplement to this Lease made without the prior written consent of the mortgagee, provided that (i) such consent shall not be required for an amendment documenting the exercise by Tenant of any rights granted in this Lease; and (ii) the mortgagee's consent shall not be unreasonably withheld or conditioned and shall be deemed given if the mortgagee does not give Tenant written notice denying such consent within ten (10) days after receipt of written request for such consent accompanied by a copy of the proposed modification, amendment or supplement.

C. Attornment. Subject to Tenant's receipt of an SNDA, Tenant agrees, upon the Transfer (as defined below) or termination of Landlord's interest in the Leased Premises and upon written request, to attorn to the person or entity that holds title to the reversion of the Leased Premises (the "Successor") and to all subsequent Successors. Tenant also will pay to the Successor all rents and other sums required to be paid by Tenant, and perform all of the other covenants, agreements and terms required of Tenant under this Lease from the date of the applicable Transfer.

#### **XIV. LANDLORD'S LIABILITY**

A. Upon Transfer. Upon any Transfer, the transferor Landlord will be entirely relieved of all covenants and obligations which arise after the date the transferee executes and delivers a written agreement in writing in form reasonably acceptable to Tenant all of Landlord's obligations hereunder arising from and after the date of such assumption.

B. No Personal Liability. No member, partner, shareholder, director, officer, employee or other principal or agent of Landlord, as it may now or hereafter be constituted, shall have any personal liability to Tenant and/or any person or entity claiming under, by or through Tenant upon any action, claim, suit or demand brought under or pursuant to the terms and

conditions of this Lease and/or arising out of the use or occupancy by Tenant of the Leased Premises.

**XV. INTENTIONALLY OMITTED**

**XVI. NOTICES**

Except as otherwise provided in this Lease, any requirement for a notice, demand or request under this Lease will be satisfied by a written document: (a) hand-delivered with receipt; (b) mailed by United States registered or certified mail, return receipt requested, postage prepaid; (c) sent by FedEx, Express Mail or any other nationally recognized overnight courier service, and addressed:

- (i) if to Landlord:

Wolverine \ Inyo LLC  
16250 Knoll Trail Drive, #102  
Dallas, Texas 75248  
Attn: Jim Leslie

with a copy to:

Kane Russell Coleman Logan PC  
3700 Thanksgiving Tower  
1601 Elm Street  
Dallas, Texas 75201  
Attn: Raymond J. Kane

- (ii) if to Tenant:

County of Inyo  
Office of the County Administrator  
Attention: Office Consolidation Project  
224 N. Edwards  
Independence, CA 93526

With a copy to:



Inyo County Counsel  
P.O. Box M,  
224 No. Edwards St  
Independence, CA 93526

All notices that are sent in accordance with this Paragraph will be deemed received by the other party on the earliest of the following applicable time periods: (a) three (3) Business Days after being mailed in the aforesaid manner; (b) the date the return receipt is executed; or (c) on the date delivered as documented by the overnight courier service or the hand delivery receipt. Either party may designate a change of address by written notice to the other party. Notices may be given on behalf of a party by an agent or outside counsel.

## **XVII. COMMISSIONS**

A. Indemnification by Tenant. Tenant represents that Tenant has dealt with no broker in connection with this Lease and that no broker has been involved in the procurement or negotiation of this Lease on behalf of Tenant nor is any other broker entitled to any commissions in connection herewith. Tenant will defend, hold harmless and indemnify Landlord from any claims, demands, actions, suits, proceedings, judgments, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by Landlord arising out of any other broker's claim that such other broker has assisted, represented or been engaged by Tenant with respect to this Lease.

B. Indemnification by Landlord. Landlord represents that Landlord has dealt with no broker in connection with this Lease, and that no broker was involved in the procurement or negotiation of this Lease on behalf of Landlord or is entitled to any commissions in connection with this Lease.. Landlord will defend, hold harmless and indemnify Tenant from any claims, demands, actions, suits, proceedings, judgments, losses, damages, costs and expenses (including, without limitation, attorneys' fees) incurred by Tenant arising out of any broker's claim..

## XVIII. MISCELLANEOUS

A. Severability, Enforceability. If any provision of this Lease, or its application to any person, is found invalid or unenforceable, the remainder of this Lease or its application will not be affected. Each term and provision of this Lease will be valid and enforceable to the fullest extent permitted by law. Notwithstanding any language in this Lease to the contrary, if the Term does not commence on or before that date which is thirty-two (32) months after the Effective Date of this Lease, this Lease will automatically terminate, and neither party will have any further liability to the other.

B. Captions. All headings contained in this Lease are for convenience only. They are not to be treated as a summary construction of the provisions to which they pertain.

C. Recordation. Either party may record a memorandum of this Lease in the Official Records of Inyo County at any time without the prior written consent of the other party; provided, however, that each party shall cooperate with the other in the execution and delivery of a memorandum of this Lease. The party requesting recordation will pay all recording fees, transfer taxes and/or documentary stamp taxes payable in connection with the recordation.

D. Successors and Assigns. Subject to the restrictions on the transfer of Tenant's and Landlord's interests hereunder as set forth herein, this Lease and all of its provisions, individually and collectively, will bind and inure to the benefit of Landlord and Tenant, and their respective heirs, distributees, executors, administrators, successors, personal and legal representatives and their permitted assigns.

E. Quiet Enjoyment. Landlord covenants to Tenant that, so long as Tenant pays the Rent and performs all other obligations imposed on Tenant under this Lease, and subject to all matters of record and all mortgages and other financing arrangements, Tenant will peaceably hold and enjoy the Leased Premises throughout the Term without hindrance or impairment from Landlord or those claiming through Landlord.

F. Force Majeure. In the event that either party to this Lease is delayed, hindered or prevented, by reason of strikes, lock-outs, inability to procure materials, delays in transportation, failure of power, restrictive governmental laws or regulations that prevent, delay or prohibit the ability to perform, riots, insurrection, war, fire or other casualties, acts of God, extreme rain or other weather conditions beyond normal conditions for the season, or any other reason not reasonably within the control of the party so delayed, hindered or prevented ("Force Majeure"), from performing work or doing any act required under the terms of this Lease, then performance of such act will be excused for the period of the delay, and the period of the performance of any such act will be extended for a period equal to the period of such delay. Notwithstanding the foregoing, (1) Force Majeure shall not be deemed to exist to the extent that materials and supplies are not available from Landlord's preferred providers due to strikes, boycotts, lock-outs or labor troubles if such materials and supplies are otherwise available from other reputable suppliers at comparable costs and Landlord is permitted to obtain such materials and supplies from such suppliers under this Lease and any applicable Legal Requirements, and (2) lack of funds is not an excuse delaying, hindering or preventing a party from performing under this Lease and the occurrence of any event

described in this Paragraph XVIII.F will not operate to excuse Tenant from prompt payments of Rent required by this Lease.

G. Venue. The parties hereto agree that venue for any claims or controversy arising out of this Agreement shall be in Inyo County, California.

H. Gender. As used in this Lease, and where the context requires: (a) the masculine will be deemed to include the feminine and neuter and vice-versa; and (b) the singular will be deemed to include the plural and vice-versa.

I. Governing Law. This Lease is made in the State of California and will be governed in all respects by the laws of the State of California without regard to principles of conflicts of laws.

J. Exhibits Incorporated. All plats, exhibits, riders or other attachments to this Lease are a part of this Lease and are incorporated by reference into this Lease.

K. Entire Agreement. THIS LEASE CONTAINS THE ENTIRE AGREEMENT BETWEEN LANDLORD AND TENANT REGARDING THE SUBJECT MATTER OF THIS LEASE. THERE ARE NO PROMISES, AGREEMENTS, CONDITIONS, UNDERTAKINGS, WARRANTIES OR REPRESENTATIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, BETWEEN THEM, RELATING TO THIS SUBJECT MATTER, OTHER THAN AS SET FORTH IN THIS LEASE. THIS LEASE IS INTENDED BY LANDLORD AND TENANT TO BE AN INTEGRATION OF ALL PRIOR OR CONTEMPORANEOUS PROMISES, AGREEMENTS, CONDITIONS, NEGOTIATIONS AND UNDERTAKINGS BETWEEN THEM.

L. Amendments. THIS LEASE MAY NOT BE MODIFIED ORALLY OR IN ANY MANNER OTHER THAN BY AN AGREEMENT IN WRITING SIGNED BY LANDLORD AND TENANT OR THEIR RESPECTIVE SUCCESSORS IN INTEREST.

If Tenant or any of its Departments should, as a condition of receiving funding or otherwise, request any modification of this Lease, Landlord shall consider such request in good faith consistent with the purpose and intent of this Lease and the rights and obligations of the parties under this Lease subject to Landlord's attorney's review, if deemed needed by Landlord, at Tenant's cost; which shall not exceed Two Thousand Dollars \$2,000. Landlord shall approve any such revisions to the terms of this Lease requested by Tenant that (a) are limited to minor, technical or procedural matters; (b) do not result in a reduction in Tenant's Rent, the Term, or other obligations; (c) do not materially adversely affect the financeability of the project pursuant to Landlord's Financing and the Security Instruments given in connection therewith; and (d) do not materially reduce any benefit to Landlord or increase any obligation of Landlord pursuant to this Lease.

M. Counterparts. THIS LEASE MAY BE EXECUTED IN COUNTERPARTS, EACH OF WHICH WILL BE AN ORIGINAL, BUT ALL OF WHICH WILL CONSTITUTE ONE AND THE SAME LEASE.

N. Attorneys' Fees. In the event of any litigation arising under or pursuant to the terms of this Lease, the non-prevailing party in such litigation shall pay the actual and reasonable fees and expenses incurred in connection with such litigation, including court costs and attorneys' fees and expenses.

O. Limits of Liability. In case of an Event of Default hereunder by Landlord, Tenant shall look solely to the equity interests of Landlord in the Leased Premises. Neither Landlord nor any of the officers, directors, members or affiliates of Landlord, nor any parent, subsidiary officer, director or affiliate thereof shall have any personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained. Any such personal liability of Landlord is expressly waived and released by Tenant and by all persons claiming by, through or under Tenant.

P. Time of Essence. Time is of the essence with respect to all provisions of this Lease.

Q. Consents. Unless otherwise expressly provided in this Lease that an election may be made in a party's sole discretion, whenever under this Lease provision is made for either party's securing the consent or approval of the other party, (i) such consent or approval shall be in writing and shall not be unreasonably withheld, delayed or conditioned, and (ii) in all matters contained herein, both parties shall have an implied obligation of reasonableness.

R. Police Power. Except where expressly provided to the contrary in this Agreement, the capacity of Tenant hereunder shall be its proprietary capacity only ("Proprietary Capacity"), and any obligations or restrictions imposed by this Lease on Tenant shall be limited to that capacity and shall not relate to, constitute a waiver of, supersede or otherwise limit, restrict, amend or modify, nor to constitute a waiver or release of, the governmental capacities or police powers of Tenant (its "Governmental Capacity"), or any ordinances, notices, orders, rules, regulations or other Legal Requirements (now or hereafter enacted or adopted and/or as amended from time to time) of Tenant, its departments, commissions, agencies and boards and the officers thereof, including, without limitation, any general plan or any zoning ordinances, or any of Tenant's duties, obligations, rights or remedies thereunder or pursuant thereto or the general police powers, rights, privileges and discretion of Tenant in the furtherance of the public health, welfare and safety of the inhabitants thereof, including, without limitation, the right under law to make and implement independent judgments, decisions and/or acts with respect to planning and/or development matters (including, without limitation, approval or disapproval of plans and/or issuance or withholding of building permits) whether or not consistent with the provisions of this Lease, any Exhibits attached hereto or any other documents contemplated hereby (collectively, "County Rules and Powers"). No portion of this Lease shall be interpreted as an approval by The County of Inyo, acting in its Governmental Capacity, of any design, plan, use or improvement on the Property. Notwithstanding anything herein to the contrary, Tenant when acting in its Governmental Capacity, shall be permitted to utilize its sole and absolute discretion with respect to matters requiring its approval hereunder. In the event of any conflict, inconsistency or contradiction between any terms, conditions or provisions of this Lease, Exhibits or such other documents, on the one hand, and any such County Rules and Powers, on the other hand, the latter shall prevail and govern in each case. This Section shall be interpreted for the benefit of County

S. Warranties or Guarantees. In the event that any of the items required to be maintained and repaired by Landlord under the provisions of Paragraph VI hereof or by Tenant under the provisions of Paragraph V hereof are protected by warranties or guarantees Tenant shall be entitled to the full benefit of such protection as if it were the original purchaser thereof.

T. Impairment of Title. Landlord hereby covenants to notify Tenant in writing within thirty (30) days of each and every occurrence which may impair Landlord's title to the Leased premises. Such occurrences include, but are not limited to, default on a trust deed, transfer of any interest in any trust deed, notification of any lien recordation, and notification of any foreclosure. Landlord further agrees to notify Tenant, in writing, within thirty (30) days of receipt of any written notice regarding redevelopment, zoning, or conditional use permits which affect the Leased Premises.

U. No Merger. There shall be no merger of the leasehold estate hereby created with the fee estate in the Leased Premises or any part thereof if the same person acquires or holds, directly or indirectly, this Lease or any interest in this Lease and the fee estate in the Leased Premises or any interest in such fee estate.

## **XIX. OFAC COMPLIANCE**

A. Representations. Landlord represents and warrants that, to Landlord's actual knowledge, without independent investigation, which knowledge is based solely upon the current actual knowledge of the senior level management of Landlord: (a) Landlord: (i) is not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "List"), and (ii) is not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, (b) none of the funds or other assets of Landlord constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person (as hereinafter defined), (c) no Embargoed Person has any direct or indirect controlling interest of any nature whatsoever in Landlord (whether directly or indirectly), (d) none of the funds of Landlord have been derived from any unlawful activity with the result that the investment in Landlord is prohibited by law or that the Lease is in violation of law, and (e) Landlord has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The term "Embargoed Person" means any person, entity or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., the Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in Tenant is prohibited by law or Tenant is in violation of law.

B. OFAC Covenant. Landlord covenants and agrees: (i) to comply with all requirements of law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect, (ii) to promptly notify Tenant in writing as soon as it receives notification that any of the representations, warranties or covenants set forth in this Paragraph or

the preceding Paragraph are no longer true or have been breached, (iii) not to use funds from any "Prohibited Person" (as such term is defined in the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) to make any payment due to Tenant under the Lease and (iv) at the request of Tenant, to provide such information as may be reasonably requested by Tenant to determine its compliance with the terms hereof.

## **XX. FINANCIAL INFORMATION**

Tenant is a California Public Entity whose audited financial statements are available on line.

A. Tenant's Representations. Tenant represents, covenants and warrants to Landlord as follows:

1. Due Organization and Existence. Tenant is a political subdivision of the State, duly organized and validly operating as such under the Constitution and laws of the State.

2. Authorization, Enforceability. The Constitution and laws of the State authorize Tenant to enter into this Lease and to enter into the transactions contemplated by and to carry out its obligations' under this Lease, and Tenant has duly authorized the execution and delivery of this Lease. This Lease constitutes a legal, valid and binding obligation of Tenant, enforceable in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

3. No Violations. None of the execution and delivery of this Lease, the fulfillment of or compliance with the terms and conditions hereof, or the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Tenant is now a party, or by which Tenant is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the property or assets of Tenant.

4. Execution and Delivery. Tenant has taken all actions required to authorize and execute this Lease in accordance with the Constitution and laws of the State and all acts, conditions and things required by the Constitution and statutes of the State to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery by Tenant of this Lease, do exist, have happened and have been performed in due time, form and manner as required by law.

B. Landlord's Representations. Landlord represents, covenants and warrants to Tenant as follows:

1. Due Organization and Existence; Authorization, Enforceability. Landlord is a limited liability company duly organized, existing and in good standing under and by virtue of the laws of the State, and has the full power to enter into this Lease Agreement and to enter into the transactions contemplated by and to carry out its obligations under this Lease Agreement; is

possessed of full power to own and hold real and personal property, and to lease the same; and Landlord has duly authorized the execution and delivery of this Lease Agreement. This Lease Agreement constitutes a legal, valid and binding obligation of Landlord, enforceable in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

2. No Violations. None of the execution and delivery of this Lease, the fulfillment of or compliance with the terms and conditions hereof, or the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of the limited liability operating agreement of the Landlord (the "Landlord Formation Documents") or provisions of any restriction or any agreement or instrument to which Landlord is now a party or by which Landlord is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the property or assets of Landlord.

3. Execution and Delivery. Landlord has taken all actions required to authorize and execute this Lease in accordance with Landlord Formation Documents of Landlord and laws of the State and all acts, conditions and things required by Landlord Formation Documents of Landlord and laws of the State to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery by Landlord of this Lease, do exist, have happened and have been performed in due time, form and manner as required by Landlord Formation Documents of Landlord and by law.

## **XXI. CERTAIN CONSTRUCTION MATTERS**

A. Bidding. Any and all construction pertaining to this Lease by Landlord or its designated contractors or subcontractors, including then initial construction of the Improvements pursuant to the Work Letter and the performance of any warranty or repair obligations under Paragraph VI above, shall comply with all applicable Legal Requirements relating to the bidding and procurement of contracts for construction of County buildings.

B. Labor Laws. Any and all construction pertaining to this Lease by Landlord or its designated contractors or subcontractors shall comply with all applicable Legal Requirements, including but not limited to all provisions of the Labor Code of the State of California and the Davis-Bacon Act (40 U.S.C. 276 et. seq.).

1. Compliance with Prevailing Wage Requirements. Landlord shall abide by all prevailing wage requirements during the construction of the Project, to the extent applicable to Landlord. If required by applicable law, Landlord shall pay, or cause to be paid, prevailing wages, for all construction work on the Project. For the purposes of this Agreement, "prevailing wages" means not less than the general prevailing rate of per diem wages, as defined in Section 1773 of the California Labor Code and Subchapter 3 of Chapter 8, Division 1, Title (of the California Code of Regulations (Section 16000 et seq.), and as established by the Director of the California Department of Industrial Relations ("DIR"), for the respective craft classification. In any case where the prevailing wage is established by the DIR, the general prevailing rate of per diem wages shall be adjusted annually in accordance with the established rate in effect as of such date.

2. Landlord agrees that to the extent it is required to comply with the prevailing wage requirements, Landlord shall assure that all workers are paid the prevailing rate of per diem wages, and travel and subsistence payments (defined in applicable collective bargaining agreements filed in accordance with Section 1773.8 of the California Labor Code), in effect on the date of Landlord's first approval of a building permit or other approval of the work. If applicable, copies of the applicable prevailing rate of per diem wages are on file at Landlord's principal office and will be made available to any interested party on request.

3. Prevailing Wage Law. Where Applicable Laws, including DIR decisions, orders, or rules, concerning prevailing wages require that Landlord pay prevailing wages, then Landlord shall comply fully with all applicable requirements of those prevailing wage rules and laws and, upon Tenant's request, promptly demonstrate its full compliance with those rules and laws.

4. Landlord shall indemnify, hold harmless and defend (with counsel reasonably acceptable to Tenant) Tenant against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Landlord, its contractor and subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq. and implementing regulation or comply with the other applicable provisions of Labor Code Sections 1720 et seq. and implementing regulations of the Department of Industrial Relations in connection with construction of the improvements or any other work undertaken or in connection with the Leased Premises. Landlord agrees that Tenant has fulfilled any obligation it may have with respect to informing Landlord regarding applicability of prevailing wage requirements, and Landlord shall not seek contribution or indemnity from Tenant for any prevailing wage amount Landlord is ultimately required to pay to any person or entity. Any amounts due from Landlord to Tenant under the foregoing provision, together with interest thereon at the maximum legal rate from the date incurred by Tenant, may be offset against the next due Rent hereunder.

**[Signature page follows]**

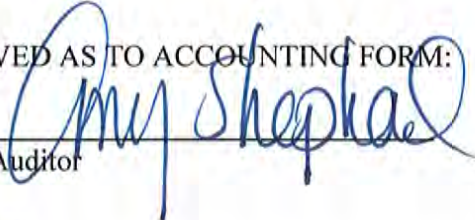


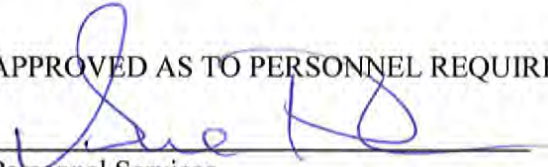
IN WITNESS WHEREOF, Landlord and Tenant, intending to be legally bound hereby, have signed this Lease under seal as of the date first above written.

APPROVED AS TO FORM

  
\_\_\_\_\_  
COUNTY COUNSEL

By: Marshall Rudolph  
County Counsel

APPROVED AS TO ACCOUNTING FORM:  
  
\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:  
  
\_\_\_\_\_  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:  
  
\_\_\_\_\_  
County Risk Manager

LANDLORD:

**WOLVERINE \ INYO LLC,**  
a Texas limited liability company

By: Wayne C. Lamb  
Name: Wayne C. Lamb  
Title: Member

TENANT:

**COUNTY OF INYO**

By: Rick Pucci  
Name: Rick Pucci  
Title: Board Chair

## ADDENDUM 1

### DEFINITIONS

As used in the Lease, the following terms will have the meanings given such terms in this Addendum 1.

"Additional Basic Rent" shall have the meaning ascribed to such term in Paragraph IV.E.

"Additional Rent" shall have the meaning ascribed to such term in Paragraph IV.C.

"Assignee/Subtenant" shall have the meaning ascribed to such term in Paragraph XI.E.

"Assignment" shall have the meaning ascribed to such term in Paragraph XI.B.

"Bankruptcy Code" shall mean Title 11 of the United States Code, as now or hereafter in effect, and all other applicable liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization, or similar debtor relief laws affecting the rights of creditors generally from time to time in effect.

"Basic Annual Rent" shall have the meaning ascribed to such term in Paragraph IV.D.

"Building" shall have the meaning ascribed to such term in Paragraph I.B.

"Code" shall have the meaning ascribed to such term in Paragraph XI.A.

"Communications Equipment" shall have the meaning ascribed to such term in Paragraph V.J.1.

"County Confidential Business" shall have the meaning ascribed to such term in Paragraph VI.A.

"Early Option Closing Date" shall have the meaning ascribed to such term in Paragraph II.C.

"Early Option Notice" shall have the meaning ascribed to such term in Paragraph III.C.

"Effective Date" means the date set forth in the preamble to the Lease, which is the date the Lease was executed and delivered by Tenant.

"Embargoed Person" shall have the meaning ascribed to such term in Paragraph XIX.A.

"Event of Default" shall have the meaning ascribed to such term in Paragraph X.A.

"Force Majeure" shall have the meaning ascribed to such term in Paragraph XVIII.F.

"Generate" and its grammatical offshoots means to use, collect, generate, store, transport, treat or dispose of.

"Governmental Capacity" shall have the meaning ascribed to such term in Paragraph XVIII.R.

"Hazardous Substance" shall mean: (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.), as amended from time to time, and regulations promulgated thereunder; (c) any other hazardous or toxic materials or substances regulated by any federal, state or local laws and regulations relating to pollution control, hazardous or toxic wastes, substances and constituents, including hydrocarbonic substances, and other environmental and ecological matters, including but not limited to the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), Safe Drinking Water Act (42 U.S.C. § 300f et seq.), Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601, et seq.), (d) any substance the presence of which on the Property is prohibited, regulated or restricted by any law or regulation; and (e) any other substance which by law or regulation; requires special handling in its Generation.

"Impositions" shall have the meaning ascribed to such term in Paragraph IV.H.

"Indemnitee" shall have the meaning ascribed to such term in Paragraph X.F.

"Indemnitor" shall have the meaning ascribed to such term in Paragraph X.F.

"Insurance Trustee" shall have the meaning ascribed to such term in Paragraph VII.B.

"Interruption" shall have the meaning ascribed to such term in Paragraph VI.G.

"Known Pre-Existing Conditions" shall have the meaning ascribed to such term in Paragraph V.G.1.

"Landlord Formation Documents" shall have the meaning ascribed to such term in subparagraph XX.B.2.

"Landlord's Broker" shall have the meaning ascribed to such term in Paragraph XVII.B.

"Landlord's Financing" shall mean the indebtedness of Landlord as of the Lease Commencement Date secured by a Security Instrument on the Leased Premises, the outstanding principal amount of which shall not exceed Six Million Two Hundred Thousand \$6,200,000.00 as of the Lease Commencement Date without Tenant's prior written consent.

"Landlord's Insurance" shall have the meaning ascribed to such term in Paragraph V.E.2.

"Lease Commencement Agreement" shall have the meaning ascribed to such term in Paragraph III.B.

"Lease Commencement Date" shall have the meaning ascribed to such term in Paragraph III.A.

"Leased Premises" shall have the meaning ascribed to such term in Paragraph I.B.

"Lease Year" shall mean each consecutive period of twelve (12) successive calendar months during the Term, beginning on the Lease Commencement Date. If the Lease Commencement Date does not occur on the first day of a month, the first Lease Year will include the partial month following the Lease Commencement Date plus twelve (12) full calendar months.

"Legal Requirements" shall mean each and every law, statute, ordinance, code, rule, order, condition of approval, policy, regulation and/or restrictive covenant recorded against title to the Property applicable to the ownership, development, use, maintenance, repair, replacement and/or use of the Property and/or the Leased Premises, whether in force on or after the Lease Commencement Date, to the extent legally binding on the party to whom such term is applied in this Lease.

"List" shall have the meaning ascribed to such term in Paragraph XIX.A.

"Management Change Date" shall have the meaning ascribed to such term in Paragraph VI.E.

"Management Notice" shall have the meaning ascribed to such term in Paragraph VI.E.

"Material Tenant Alterations" shall have the meaning ascribed to such term in subparagraph V.B.1.

"Minimum Required Parking" shall have the meaning ascribed to such term in Paragraph VIII.A.

"Monument Sign" shall have the meaning ascribed to such term in Paragraph V.I.

"OFAC" shall have the meaning ascribed to such term in Paragraph XIX.A.

"Operating Expenses" shall mean, prior to delivery by Landlord of a Management Notice, (i) premiums for Landlord's Insurance (if applicable) and (ii) any assessments levied against the Property pursuant to the Restrictions. After delivery of a Management Notice, and for so long as Landlord manages the Leased Premises, Operating Expenses shall also include the reasonable costs incurred by Landlord to maintain, repair and replace the Leased Premises. The term "Operating Expenses" does not include the items set forth in Paragraph C of Exhibit F attached to this Lease.

"Operating Year" shall mean each respective calendar year during the Term. If the Lease Commencement Date is not on a January 1, or the last day of the Term (whether by expiration or earlier termination) is not on a December 31, then Operating Expenses and Taxes for that Operating Year shall be prorated accordingly based on the applicable number of calendar days elapsed over a 365-day year.

"Option Purchase Price" shall have the meaning ascribed to such term in Paragraph III.B.

"Prime Rate" shall have the meaning ascribed to such term in Paragraph X.D.3(a).

"Prohibited Person" shall have the meaning ascribed to such term in Paragraph XIX.B.

"Property" shall mean that certain tract of land containing approximately 3.31 acres which is located within the Leased Premises and depicted in Exhibit B attached to the Lease. Prior to the Effective Date, Landlord has caused the Property to be subdivided from that certain larger tract of real property containing 5.69 acres, so that the Property is legally subdivided from the Joseph Parcel, separately assessed for purposes of Taxes.

"Proprietary Capacity" shall have the meaning ascribed to such term in Paragraph XVIII.R.

"REIT Restriction" shall have the meaning ascribed to such term in Paragraph XI.A.

"Rent" shall have the meaning ascribed to such term in Paragraph IV.C.

"Security Instrument" shall have the meaning ascribed to such term in Paragraph XIII.A.

"SNDA" shall have the meaning ascribed to such term in Paragraph XIII.B.

"State" means the State of California.

"Subletting" shall have the meaning ascribed to such term in Paragraph XI.B.

"Successor" shall have the meaning ascribed to such term in Paragraph XIII.C.

"Taxes" shall mean any present or future federal, state, municipal, local and/or any other taxes, assessments, levies, benefit charges and/or other governmental and/or private impositions (including any special services district), imposed, levied, assessed and/or attributable directly or indirectly to the Leased Premises or any portion of the Leased Premises or upon the Rent due and payable under this Lease, whether now customary or within the contemplation of Landlord and Tenant and whether extraordinary or ordinary, general or special, foreseen or unforeseen, or similar or dissimilar to any of the foregoing. The term "Taxes" does not include any inheritance, estate, succession, income, profits or franchise tax. If, however, at any time during the Term the method of taxation prevailing on the date hereof is altered or eliminated so that one or more of the items listed in the first sentence of this subsection is replaced by a levy, assessment or imposition, wholly or partly as a capital levy, or otherwise, on the rents or income received from the Leased Premises (provided the tax on such income is not a tax levied on taxable income generally) wholly or partly in place of an imposition on, a substitute for, or an increase of, taxes in the nature of Taxes currently issued against the Leased Premises, the charge to Landlord resulting from such altered or replacement method of taxation will be deemed to be within the definition of "Taxes".

"Tenant's Early Option" shall have the meaning ascribed to such term in Paragraph II.C.

"Tenant's Nominee" shall have the meaning ascribed to such term in Paragraph II.B.

"Term" shall have the meaning ascribed to such term in Paragraph II.A.

"Termination Warning" shall have the meaning ascribed to such term in Paragraph VI.E.

"Transfer" shall have the meaning ascribed to such term in Paragraph XI.G.

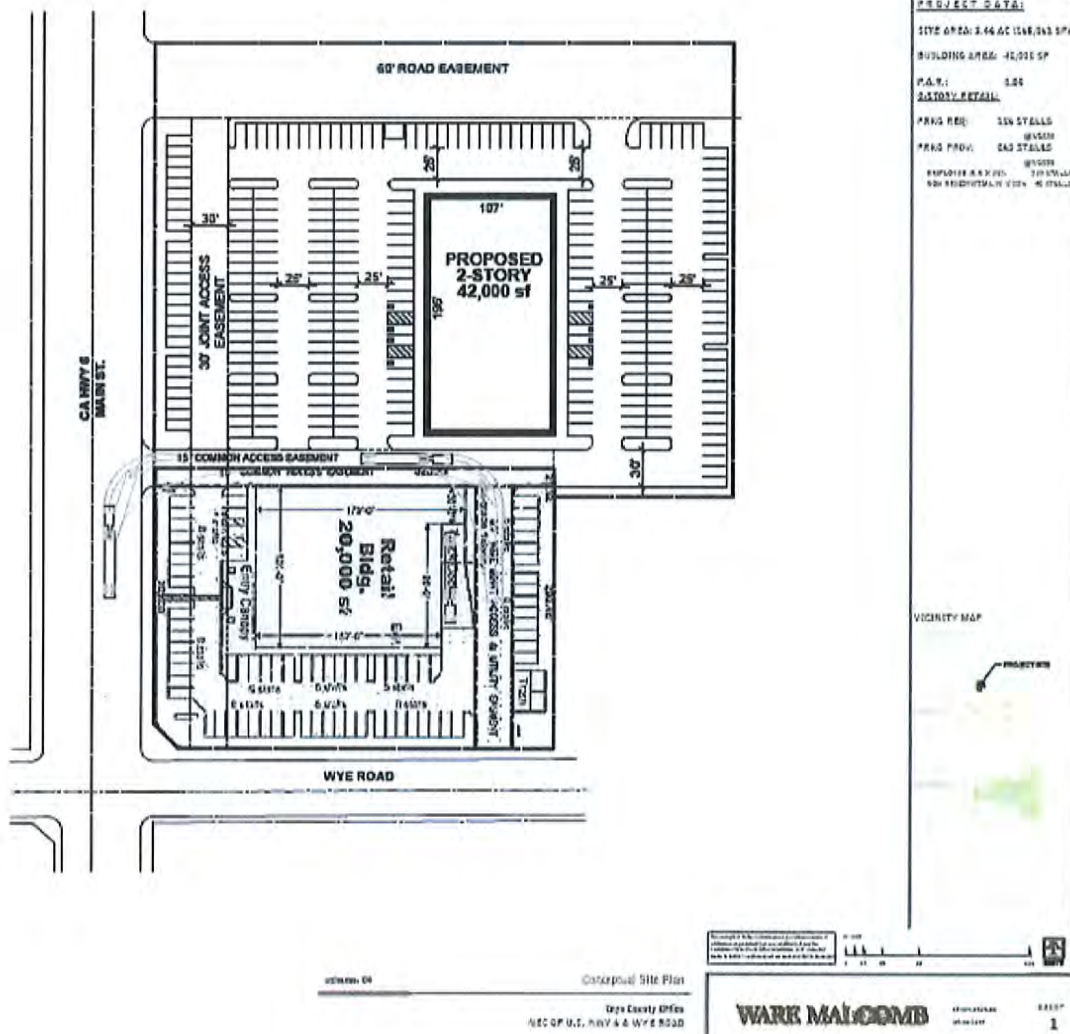
"waste products" shall have the meaning ascribed to such term in Paragraph V.K.

"Work Letter" means, collectively, **Exhibits C-1, C-2, and C-3** attached hereto.

Unless otherwise defined, capitalized terms used in this Lease that are not defined in this **Addendum 1** or the body of the Lease have the meanings given them in the Work Letter.

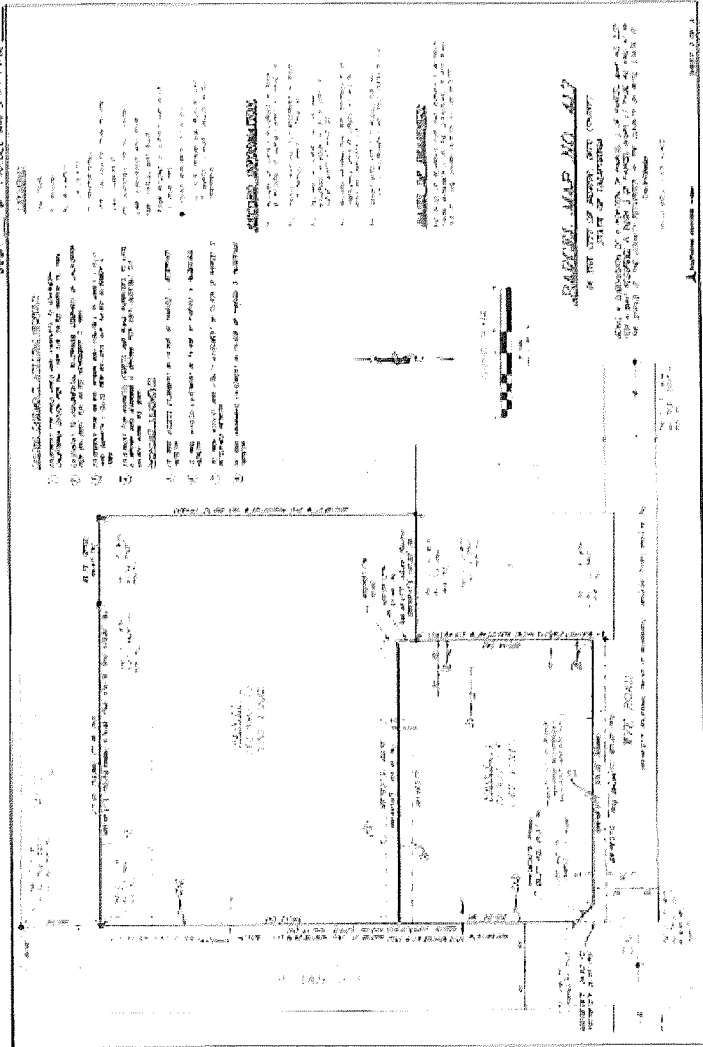
**EXHIBIT A**  
**SITE PLAN OF PROPERTY**

[see attached]





**EXHIBIT B**  
**LEASED PREMISES**





BOOK OF PARCELS

When a parcel is subdivided into lots, the original parcel is considered a parcel of record for the purpose of this act.

SECTION 1. The purpose of this act is to provide for the recording of parcels of record in the public records of the State of Michigan.

SECTION 2. The purpose of this act is to provide for the recording of parcels of record in the public records of the State of Michigan.

SECTION 3. The purpose of this act is to provide for the recording of parcels of record in the public records of the State of Michigan.

SECTION 4. The purpose of this act is to provide for the recording of parcels of record in the public records of the State of Michigan.

**PARCEL MAP NO. 417**  
IN THE CITY OF ANN ARBOR AND COUNTY OF WASHTENAW

BEFORE ME, a Notary Public in and for the State of Michigan, on this 1st day of \_\_\_\_\_, 2001, the following persons, known to me to be the owners of the parcels of record described in the above captioned Parcel Map, appeared and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

NOTARY PUBLIC

## EXHIBIT C-1

### LANDLORD'S WORK

[Unless otherwise defined, capitalized terms used in this Exhibit C-1 have the meanings given them in Paragraph I.E of this Exhibit C-1 or in the Lease, as applicable.]

#### I. GENERAL PROVISIONS

A. Timing. As of Construction Commencement, Landlord represents and warrants that it is the owner of the Land. Notwithstanding any other provision of this Exhibit C-1 to the contrary, the obligation of Landlord is to proceed with the design and completion of Landlord's Work. The submission for permits, and the construction of the Landlord's Work shall be sequenced and undertaken in a manner consistent with the general development timetable which forms a part of Exhibit C-2, attached hereto.

B. Architects and Design. Landlord shall use an architect ("Landlord's Architect") for the architectural design of the Building, including all structural, mechanical, electrical and plumbing aspects and interior fit-out thereof, and any exterior features including but not limited to parking, Monument Sign, walkways, and landscaping. Landlord shall use an engineer, ("Landlord's Engineer") for the civil engineering associated with the Leased Premises. Landlord's Architect and Landlord's Engineer, together with such additions and substitutions thereof as determined by Landlord in its good faith discretion are referred to collectively as the "Design Professionals." Landlord shall supervise the process of obtaining necessary development approvals for Landlord's Work.

C. General Contractor. To ensure cost efficiency and adherence to schedule, Landlord shall retain a general contractor selected by Landlord to serve as general contractor for construction of Landlord's Work.

D. General Responsibility. Landlord shall generally be responsible for all matters that must be accomplished to complete the construction of Landlord's Work to be initially constructed therein, including filing plans and other required documentation with the proper governmental authorities and securing all necessary permits for the performance of any and all work required as Landlord's Work including the Approved Base Building Plans and Approved TI Plans (as such terms are defined below), all of which will be deemed part of Landlord's Work and, upon completion of Landlord's Work, all approvals and permits necessary for Tenant to occupy the Leased Premises including all final inspections for issuance of Tenant's certificate of use and occupancy (to the extent the same is capable of being obtained by Landlord prior to the completion of any Tenant Work to be performed by Tenant within the Leased Premises). Promptly after issuance of the requisite permits for each portion of Landlord's Work, Landlord agrees to cause the GC to commence and thereafter to perform such portion of Landlord's Work in a diligent, workmanlike manner, and in accordance with applicable Legal Requirements, including without limitation, Public Contracting Code, the accessibility requirements of the Americans with Disabilities Act (ADA) and labor laws as described in Paragraph XXI of the Lease. Landlord shall use good faith efforts to cause its GC to complete Landlord's Work within the time frames contemplated by this Lease, including Exhibit C-2.

E. Defined Terms. Unless defined in this Exhibit C-1, capitalized terms used herein shall have the same meanings ascribed to them in the Lease. In addition, the following terms shall have the following meanings:

"30-Day Notice" shall have the meaning ascribed to such term in Paragraph II.B.6 of this Exhibit C-1.

"ADA" shall have the meaning ascribed to such term in Paragraph I.D. of this Exhibit C 1.

"Approved Base Building Plans" shall mean the final construction drawings and specifications for the Base Building, prepared by Landlord's Architect and the other Design Professionals and approved by Tenant without unreasonable delay as provided below, which design concept drawings and concept specifications are incorporated by reference into this Exhibit C-1 and the Lease.

"Approved Building Elevations" shall mean those certain building elevations, dated September 20, 2018 prepared by Ware Malcomb, which elevations are hereby approved by Tenant and are incorporated by reference into this Exhibit C-1 and the Lease.

"Approved TI Plans" shall mean the TI Plans prepared by Ware Malcomb, after the same have been finally approved by Landlord and Tenant as provided below.

"Base Building" shall mean the core and shell components, including without limitation all exterior site improvements such as parking lot, driveways, sidewalks, signage, and landscaping, specifically set forth in the Approved Base Building Plans.

"Certificate of Acceptance" means the written notification of the Tenant to the Landlord evidencing the Tenant's acceptance and occupancy of the Leased Premises.

"Change Order Costs" shall mean the incremental, justifiable and documented additional costs associated with any change order to the Approved TI Plans requested by Tenant. Change Order Costs shall be paid by Tenant in accordance with Paragraph IV.C of this Exhibit C-1.

"Completion Notice" shall have the meaning ascribed to such term in Paragraph II.B.6 of this Exhibit C-1.

"Construction Commencement" shall mean the date upon which the construction of Landlord's Base Building Work is deemed to have commenced, as evidenced by (i) the commencement of site development work at the Leased Premises in preparation for the installation of the foundations of the Building, (ii) Landlord's receipt of a building permit for the foundation of the Building, and (iii) the mobilization of the GC for the commencement of the construction pursuant to the Construction Contract.

"Construction Contracts" shall mean the construction contracts to be entered into by Landlord with the GC for construction of Landlord's Work (including Landlord's Base Building Work, Landlord's TI Work and all exterior site improvements, such as the Monument Sign), which contracts shall comply in all respects with the requirements of the Lease. The parties hereto agree

that Tenant shall be a third party beneficiary of any and all warranties and guarantees of the Construction Contract(s).

"Construction Documents" shall mean the Approved Base Building Plans and the Approved TI Plans, as the same may be modified (i) by any approved change orders, and (ii) all applicable Legal Requirements, including conditions of approval and other specific requirements imposed by governmental authorities in the process of obtaining the issuance of building permits or other approvals for Landlord's Work. The Construction Documents shall comply with all governmental rules, codes and requirements, and shall designate, among other things, the locations of and specifications for all mechanical, electrical, plumbing, and fire/life safety equipment to be installed in all spaces, all partitions, doors, lighting fixtures, electric receptacles and switches, telephone outlets, and air conditioning and other improvements to be installed.

"Design Professionals" shall have the meaning ascribed to such term in Paragraph I.B. of this Exhibit C-1.

"Early Work" shall mean any Tenant Work which Tenant is permitted to undertake at the Leased Premises pursuant to this Exhibit C-1 prior to the Lease Commencement Date, and shall, with Landlord's prior written consent, include any installations of furniture in the Leased Premises, and the installation of phone and data cabling in the Leased Premises.

"Excess Costs" shall mean any one or more of the following (i) additional costs of construction which are incurred by Landlord due to Tenant Delays or Tenant's default under the Lease or this Exhibit C, and (ii) Change Order Costs. For avoidance of doubt, except for payment of Excess Costs as defined herein, Tenant shall have no responsibility or liability for payment of cost overruns, if any, incurred by Landlord in the construction of Landlord's Work.

"Force Majeure" shall mean and refer to delays in Landlord's Work caused by reason of strikes, lock-outs, inability to procure materials, inability to procure labor, delays in transportation, failure of power, unusual governmental delay, including but not limited to any unusual period of time required to obtain any building or similar permit which is not reflected in the Target Schedule, riots, insurrection, war, fire or other casualties, acts of God, extreme rain or other adverse weather conditions beyond normal conditions for the season, or any other reason not reasonably within the control of the party so delayed, hindered or prevented, from performing work or doing any act required under the terms of this Exhibit C-1. The period of the performance of any such act delayed due to Force Majeure will be extended for a period equal to the period of such delay. Notwithstanding the foregoing, (1) Force Majeure shall not be deemed to exist to the extent that materials and supplies are not available from Landlord's preferred providers due to strikes, boycotts, lock-outs or labor troubles if such materials and supplies are otherwise available from other reputable suppliers at comparable costs and Landlord is permitted to obtain such materials and supplies from such suppliers under the Lease and any Restrictions, (2) lack of funds is not an excuse delaying, hindering or preventing a party from performing under this Exhibit C-1, and (3) the maximum Force Majeure extension for Landlord's obligation to commence construction of the Improvements in accordance with the definition of "Construction Commencement" above shall be nine (9) months, and the outside date for Construction Commencement shall be no later than twenty three (23) months after the Effective Date. Any party claiming the benefit of a delay due to Force Majeure shall have the obligations (A) to notify

the other party within a reasonable time period after such delay commences, and (B) to use all reasonable and diligent efforts to minimize the duration of such delay and the effect of the delay upon the Target Schedule.

"GC" shall have the meaning ascribed to such term in Paragraph I.C. of this Exhibit C-1.

"Improvements" shall mean the Building, all interior improvements thereto, and all exterior site improvements to be constructed by Landlord on the Property in accordance with the Approved Base Building Plans, Approved TI Plans, and, ultimately, the Construction Documents.

"Interior Specifications" shall mean and refer to, collectively, (i) the description of interior improvements and finish specifications. The Interior Specifications are hereby approved by Landlord and Tenant and incorporated into Exhibit C-3 and the Lease.

"Landlord's Architect" shall have the meaning ascribed to such term in Paragraph I.B. of this Exhibit C-1.

"Landlord's Base Building Work" shall mean the construction of the Base Building, all of which shall be completed in substantial accordance with the Approved Base Building Plans and the requirements of this Exhibit C-1 and the other provisions of the Lease.

"Landlord's Engineer" shall have the meaning ascribed to such term in Paragraph I.B. of this Exhibit C-1.

"Landlord's Representative" shall be a single individual designated by Landlord in a written notice to Tenant (and who may be changed by Landlord with approval of the Tenant at any time upon giving Landlord prior written notice thereof), who Landlord agrees shall be available to meet and consult with Tenant at the Building as Landlord's Representative respecting the matters which are the subject of this Exhibit C-1 and who, as between Landlord and Tenant, shall have the power to legally bind Landlord with respect to notices from Landlord making requests for and approving changes, giving approval of plans or work, or otherwise giving directions to landlord under this Exhibit C-1. Landlord hereby designates Rick Martin as Landlord's Representative (and Landlord may change such designation at any time by providing written notice to Tenant which designates a different Landlord's Representative).

"Landlord's TI Work" shall mean the construction of interior and exterior leasehold improvements to the Building, all of which shall be in substantial accordance with the Approved TI Plans and the requirements of this Exhibit C-1 and the other provisions of the Lease.

"Landlord's Work" shall mean, collectively, Landlord's Base Building Work and Landlord's TI Work.

"Parking Lot" shall mean the parking lot, which shall initially contain approximately Two Hundred Sixty (260) parking spaces, as described in Landlord's Base Building Plans. A preliminary depiction of the Parking Lot is shown on the Site Plan.

"Penalty Date" shall mean that date which is one (1) day following the Target Date, as set forth on Exhibit C-2 attached hereto, which shall automatically be extended (i) one (1) day for each

day of delay in Landlord's construction caused by Force Majeure, as such term is defined in this Exhibit C-1, and (ii) one (1) day for each day of delay in Landlord's construction caused by a Tenant Delay.

"Punch List Items" shall mean an itemized list prepared in accordance with Paragraph II.B.6(b) hereof, the estimated time to complete of which shall be not more than more than thirty (30) days to complete or repair and the estimated aggregate cost to repair and/or complete of which shall not exceed One Hundred Thousand Dollars (\$100,000).

"Shell Building Specifications" shall mean those certain Shell Building Specifications, which requirements are incorporated by reference into this Exhibit C-1 and the Lease.

"Shell Construction Contract" shall mean the construction contract entered into by Landlord with the GC for construction of Landlord's Work (including without limitation all exterior site improvements, such as the Monument Sign).

"Site Plan" shall mean the site plan attached hereto as Exhibit A.

"Substantial Completion" shall mean, with regard to particular work, completion of the applicable work in accordance with the approved plans therefor (as modified by any approved change orders to the Approved TI Plans), other than minor modifications due to the unavailability of specified equipment or materials and exclusive of incomplete or defective items of the type normally included within a Punch List, which Punch List shall not include any items that would take more than thirty (30) days to complete or repair and shall not have an estimated aggregate cost to complete or repair in excess of \$100,000. Substantial Completion of Landlord's Work as a whole shall mean (1) the Improvements have been substantially completed in accordance with the Approved Base Building Plans and the Approved TI Plans, as applicable, as evidenced by a certificate from the Design Professional who prepared such plans (which shall be included with the Completion Notice); (2) all systems serving the Building have been substantially completed and are operational and all utilities necessary and appropriate for the use and operation of the Base Building Improvements are fully connected and functional; (3) all of Landlord's TI Work shall have been substantially completed except for customary Punch List Items and that do not interfere with the use of the Building for Tenant's regular business operations; (4) all exterior/site improvements, including but not limited to surface parking areas, and exterior utilities, have been substantially completed and are operational, and final landscaping installations (which condition shall be a Punch List Item); (5) the interior of the Building is in broom clean condition, and all construction debris has been removed from the Property; and (6) Landlord has obtained temporary certificates of occupancy for the Building, authorizing the legal occupancy thereof by Tenant for its intended use, and all other governmental inspections and other approvals in connection with the Landlord's Work that are able to be obtained prior to Tenant's installation of its trade fixtures, furniture and equipment. If the date of Substantial Completion of the Leased Premises is not the first day of a calendar month, then the Lease Commencement Date shall be the first day of the calendar month immediately following the date of Substantial Completion. Notwithstanding the foregoing, in the event Tenant has advised or notified Landlord that Tenant does not intend to perform its obligations under the Lease or there is an Event of Default prior to the Lease Commencement Date, Landlord shall not be obligated to pursue and achieve Substantial Completion of Landlord's Work and, in addition to all other rights and remedies available at law, in



equity and under the terms of the Lease, Landlord shall be entitled to reimbursement by Tenant for all costs and expenses incurred by Landlord in the preparation and negotiation of the Lease, the preparation of all plans, specifications and other Construction Documents and all other costs and expenses incurred by Landlord in connection with Landlord's Work. Notwithstanding Landlord's receipt of such notice from Tenant or the occurrence of an Event of Default prior to the Lease Commencement Date, nothing contained in this Exhibit C-1 or the Lease shall prevent, impair or otherwise constitute a waiver of Landlord's rights to pursue and achieve Substantial Completion of Landlord's Work (including Landlord's TI Work) and require the strict performance by Tenant of all obligations of Tenant arising under the Lease following such Substantial Completion, failing such strict performance by Tenant, Landlord shall, following the expiration of applicable notice and cure periods, be entitled to obtain all remedies available to Landlord under the Lease, at law or in equity.

"Substantially Complete" and similar phrases shall mean that the item of Landlord's Work in question has attained Substantial Completion as defined above.

"Target Date" shall mean the date that is twenty-three (23) months following the Effective Date of the Lease, as such date may be extended pursuant to the terms and provisions of the Lease and/or this Exhibit C-1.

"Target Schedule" shall mean the general construction schedule for Landlord's Work which is attached as Exhibit C-2, initialed by each of Landlord and Tenant and made a part hereof.

"Tenant Delay(s)" shall mean any delay (other than due to a Force Majeure event) in the performance of Landlord's Work occasioned by (i) Tenant's failure to review and respond to, provide submissions of, and reach agreement with Landlord on the TI Plans in accordance with the time periods set forth in Exhibits C-1 and C-2, (ii) changes to Landlord's TI Work requested by Tenant, with the period of delay to be specified in the change order signed by Landlord and Tenant authorizing such change, or (iii) the performance of Tenant Work, provided that any acts of Tenant or its contractors in the performance of Tenant Work shall not constitute a Tenant Delay unless such acts continue for more than two (2) Business Days after receipt of written notice from Landlord that such acts are delaying the performance of Landlord's Work. Any Tenant Delay must be claimed by Landlord in writing within five (5) Business Days after the beginning of Landlord's knowledge of the circumstances that constitute the Tenant Delay, and the Tenant Delay shall commence from the date of such notice. Failure to deliver the written notice within the time required shall constitute a waiver of the applicable Tenant Delay.

"Tenant's Personnel" shall have the meaning ascribed to such term in Paragraph II.B(7)(b) of this Exhibit C-1.

"Tenant's Representative" shall be a single individual designated by Tenant in a written notice to Landlord (and who may be changed by Tenant at any time upon giving Landlord prior written notice thereof), who Tenant agrees shall be available to meet and consult with Landlord at the Building as Tenant's Representative respecting the matters which are the subject of this Exhibit C-1 and who, as between Landlord and Tenant, shall have the power to legally bind Tenant with respect to notices from Tenant making requests for and approving changes, giving approval of plans or work, or otherwise giving directions to Landlord under this Exhibit C-1. Tenant hereby

designates County Administrative Officer or Designee as Tenant's Representative (and Tenant may change such designation at any time by providing written notice to Landlord which designates a different Tenant's Representative). Notwithstanding the foregoing, Landlord understands that Tenant may not be legally capable of delegating all such decision-making to an individual representative; in which case Tenant may take such non-delegable decisions to its governing board as soon as reasonably practicable without being in breach of this Exhibit C-1.

"Tenant Work" shall mean any construction work under separate permit to be obtained by Tenant, furniture installations and other installations (including telephone systems, upgraded security systems, computer LAN wiring or other similar installations, Tenant's telephone and data service conduits and cabling brought to the Main Point Of Entry (MPOE) of the Building), to the extent the same are reasonably approved by Landlord in writing and are not provided for under the Construction Documents and are intended by Tenant to be performed by Tenant or under Tenant's supervision prior to Tenant's occupancy.

"TI Construction Contract" shall mean the construction contract to be entered into by Landlord with the GC for construction of Landlord's TI Work with the approval of Tenant or a change order initiated by Tenant under Landlord's existing construction contract with the GC which specifically addresses Landlord's TI Work. The parties hereto agree that Tenant shall be a third party beneficiary of the TI Construction Contract.

"TI Costs" shall mean all costs associated with preparation of the Approved TI Plans and the performance of Landlord's TI Work including but not limited to all costs paid to the GC and the separate contractors, all architectural, engineering and professional fees and costs payable to any architects and engineers in connection with the preparation of the TI Plans and Approved TI Plans and all construction administration costs incurred thereunder, and all permit and inspection fees in connection with Landlord's TI Work. Landlord shall be responsible for and pay when due the TI Costs, subject to the payment by Tenant of any Excess Costs.

"TI Plans" shall mean, collectively, architectural plans, construction drawings and structural, mechanical, electrical and plumbing (MEP) drawings and specifications for Landlord's TI Work, in form sufficient for the permitting and construction of Landlord's TI Work.

## II. LANDLORD'S WORK

### A. Landlord's Base Building Work/Design and General Performance Covenant.

(1) Landlord's Base Building Work - Generally. Upon agreement on the Approved Base Building Plans, and Landlord's receipt of a building permit allowing such construction, Landlord shall cause to be constructed Landlord's Base Building Work, all in accordance with the provisions of this Exhibit C-1. Such construction shall be completed in substantial accordance with the Approved Base Building Plans.

(2) Approved Base Building Plans. Landlord will cause Landlord's Architect and other Design Professionals to commence and complete the Approved Base Building Plans, which plans will be subject to approval by Tenant.

(3) Performance of Landlord's Base Building Work. Following the Tenant's approval of the Approved Base Building Plans, Landlord agrees to apply for and diligently pursue the issuance of one (1) or more building permits for the performance of Landlord's Base Building Work. Tenant acknowledges that Landlord may initially apply for a site development plan approval and thereafter one (1) or more building permits which encompass all or a portion of Landlord's Base Building Work, or which encompass all of Landlord's Work. Promptly after the later to occur of (i) the issuance of such building permits, and (ii) Landlord's entry into the Construction Contract, Landlord will promptly cause Landlord's Base Building Work to be commenced, completed, installed or performed, as the case may be, in accordance with the Approved Base Building Plans, subject only to variations as described below, and any modifications required by applicable governmental authorities in review of the Approved Base Building Plans as part of the process of obtaining a building permit, provided that Landlord shall seek Tenant's approval of any such changes. During construction of the Building, Landlord may with Tenant's reasonable approval make substitutions of material(s) of equivalent grade and quality, and to make changes necessitated by unforeseeable conditions met in the course of construction. If Tenant fails to respond to a request to approve a material change requiring Tenant's approval within thirty (30) business days following the date such request was received by Tenant, provided such request is accompanied by a statement in bold 18 point type on the cover page as follows, then Landlord's request shall be deemed to be approved.

THIS SUBMISSION HAS BEEN SUBMITTED PURSUANT TO LEASE DATED \_\_\_\_\_, 2019 BETWEEN THE COUNTY AND [Wolverine/Inyo LLC], AND PURSUANT TO PARAGRAPH II.A.(3) OF EXHIBIT C-1 THEREOF, COUNTY'S FAILURE TO DISAPPROVE THE CONTENTS HEREOF BY \_\_\_\_\_ **[INSERT DATE THAT IS TEN (10) BUSINESS DAYS AFTER REQUEST] SHALL CONSTITUTE COUNTY'S DEEMED APPROVAL OF SAME.**

(4) Subject to the foregoing notice requirement, if Tenant fails to respond in the times set forth above, such failure shall be deemed to constitute Tenant's approval of such change.

B. Landlord's TI Work/Design, Change Orders and General Performance Covenants.

(1) Approval of and Revisions to Plans and Specifications. Promptly following the date hereof, Landlord shall cause the Design Professionals to prepare and finalize the TI Plans by the applicable dates set forth in Exhibit C-2 attached hereto. The TI Plans shall be consistent with the Interior Specifications and subject to Tenant's approval. Within ten (10) days after a copy of the TI Plans has been provided to Tenant, Tenant shall either (i) approve the TI Plans by written notice to Landlord or (ii) deliver to Landlord a written list ("Tenant's Revision Notice") of any changes reasonably required. Any required changes must be reasonably specific with specific reasons for each required change. If changes are required to the TI Plans, said TI Plans shall thereafter be revised by the Design Professionals to reflect the applicable changes within twenty (20) Business Days following Landlord's receipt of Tenant's Revision Notice, and the same shall be resubmitted to Tenant for approval. After the first submission and resubmission, Tenant agrees to restrict further objections or disputes to matters which have not previously been agreed upon or accepted by Tenant, and to deliver revised submissions or objections within ten (10) Business Days after receipt of proposed modifications. The parties shall, in all events, attempt to reach agreement as soon as possible, and in all events by the date therefor set forth in Exhibit C-2

attached hereto. The process of submissions and resubmissions shall continue thereafter with the parties negotiating diligently and in good faith, until final agreement is reached. Each party agrees that its failure to respond to a submission or resubmission within the above-referenced time frames shall constitute such party's acceptance of the submission or resubmission in question, provided that Tenant's approval shall not be deemed to have been given unless the submission has the following statement in bold 18 point type on the cover page:

THIS SUBMISSION HAS BEEN SUBMITTED PURSUANT TO LEASE DATED \_\_\_\_\_, 2019 BETWEEN THE COUNTY AND [**Wolverine/Inyo LLC**], AND PURSUANT TO PARAGRAPH II.B.(1) OF EXHIBIT C-1 THEREOF, COUNTY'S FAILURE TO **DISAPPROVE THE CONTENTS HEREOF BY \_\_\_\_\_ [INSERT DATE THAT IS TEN (10) BUSINESS DAYS AFTER REQUEST]** SHALL CONSTITUTE COUNTY'S DEEMED APPROVAL OF SAME.

The final TI Plans approved as set forth above shall constitute the "Approved TI Plans" hereunder.

(2) Landlord's TI Work. Following Tenant's approval of the Approved TI Plans, Landlord agrees promptly to apply for a building permit for the performance of Landlord's TI Work. Tenant acknowledges that Landlord may apply for a building permit which encompasses only Landlord's TI Work, or which encompasses all or certain portions of Landlord's Work. Promptly after the latest to occur of (i) the issuance of such building permit, and (ii) the completion of such portion of Landlord's Base Building Work as is necessary in order to commence Landlord's TI Work in compliance with prudent construction practices, Landlord will promptly cause Landlord's TI Work to be commenced, completed, installed or performed, as the case may be, in accordance with the Approved TI Plans and the requirements of this Exhibit C-1 and the other provisions of this Lease, subject only to variations necessitated by the unavailability of specified materials and equipment (due to no fault of Landlord) and any modifications required by applicable governmental authorities in review of the Approved TI Plans as part of the process of obtaining a building permit. Landlord shall not make any material changes to the Approved TI Plans without first consulting with Tenant and obtaining Tenant's consent thereto, which shall not be unreasonably withheld, conditioned or delayed.

(3) Change Orders. Tenant shall be allowed to make change orders to the Approved TI Plans provided that (i) any such proposed change order shall be submitted to Landlord and Landlord and Tenant will work together expeditiously and in a commercially reasonable manner to reach agreement on any such proposed change order; (ii) the incremental cost and credits, if any, associated with such change shall be documented in a written change order signed by Landlord and Tenant, and any Change Order Costs resulting from such change shall be paid by Tenant to Landlord in accordance with Paragraph IV below (and any net savings resulting from such change shall be applied as a credit to TI Costs); and (iii) any delay occasioned by any such change order (which shall be specified in the change order) shall be deemed a Tenant Delay within the meaning of this Exhibit C-1.

(4) Tenant's Inspection Right. Subject to the insurance requirements and the reasonable rules and regulations of the GC, Tenant's Representative shall have the right during normal working hours, and accompanied by a representative of either Landlord or the GC, to have

access to the Leased Premises for purposes of observation and inspection during the performance of Landlord's Work, provided that Tenant or Tenant's Representative shall have the obligation to provide prior notice of any such entry to the GC and to Landlord's Representative. Access for such purposes shall not be deemed to constitute possession or occupancy; however, such entry and/or occupancy shall be subject to all of the terms and conditions of the Lease, except for the payment of Rent and Additional Rent including Taxes (as such term is defined in the Lease).

(5) Interim Correction of Defects. Landlord shall promptly undertake and diligently prosecute (or cause the GC to undertake and prosecute) the correction of any defects in Landlord's Work of which Landlord is notified in writing and which have been verified by Landlord as a result of any of the aforesaid inspections by Tenant.

(6) Substantial Completion; Delivery of Possession; Punch List.

(a) Landlord shall deliver to Tenant a written notice (the "30-Day Notice") approximately thirty (30) days prior to the date upon which Landlord in good faith estimates that Landlord's Base Building Work will be Substantially Complete (which estimate shall be subject to Force Majeure and Tenant Delays) and again approximately thirty (30) days prior to the date upon which Landlord in good faith estimates that Landlord's TI Work will be Substantially Complete (which estimate shall be subject to Force Majeure and Tenant Delays).

(b) When the applicable portion of Landlord's Work is Substantially Complete, Landlord shall cause Landlord's Architect to deliver to Tenant a written notice (the "Completion Notice") certifying in good faith that the applicable portion of Landlord's Work is Substantially Complete. As soon as is reasonably practicable after Landlord delivers the Completion Notice and in all events within ten (10) business days thereafter, Tenant and a representative of Landlord shall schedule and participate in a joint inspection of the Leased Premises (with respect to the Landlord's Base Building Work) and, as applicable, the Building (with respect to the Landlord's TI Work). A draft joint inspection report summarizing Landlord's and Tenant's observations shall be prepared by Landlord and sent to Tenant within five (5) Business Days of the inspection. Tenant shall have ten (10) Business Days after receipt of the report to review and approve or object in whole or part, and to add any items, to the Landlord's draft joint inspection report. Landlord and Tenant shall negotiate in good faith to promptly resolve the items to which Tenant has objected or which Tenant has added. If Tenant has not objected to the joint inspection report within the 10 Business Day period, Tenant shall be deemed to have approved same provided that Tenant's approval shall not be deemed to have been given unless the submission has the following statement in bold 18 point type on the cover page:

**THIS SUBMISSION HAS BEEN SUBMITTED PURSUANT TO LEASE DATED \_\_\_\_\_, 2019 BETWEEN THE COUNTY AND [Wolverine/Inyo LLC], AND PURSUANT TO PARAGRAPH II.B.(6) OF EXHIBIT C-1 THEREOF, COUNTY'S FAILURE TO DISAPPROVE THE CONTENTS HEREOF BY \_\_\_\_\_ [INSERT DATE THAT IS TEN (10) BUSINESS DAYS AFTER REQUEST] SHALL CONSTITUTE COUNTY'S DEEMED APPROVAL OF SAME.**

Upon Tenant's approval or deemed approval of the written joint inspection report, Tenant shall be deemed to have accepted the Leased Premises, including the Building in its condition as of the date of the Completion Notice but without waiving Landlord's obligation to correct Punch List Items pursuant to this Paragraph II.B(6) on the date of the Completion Notice, other than latent defects as set forth in Paragraph II.B(6)(d) below. The scheduling and performance of such inspection shall not affect the date of Substantial Completion of the applicable part of Landlord's Work except to the extent such inspection demonstrates that Landlord has failed to achieve Substantial Completion of the applicable part of Landlord's Work as of the date of the Completion Notice.

(c) The joint inspection report shall include a schedule of minor deviations or variations from, as well as compliance of Landlord's Base Building and Landlord's TI Work with the Construction documents requiring completion or repair. The existence of minor deviations and variations commonly referred to a "Punch List" items shall not postpone the Lease Commencement Date of the Lease nor the obligation of Tenant to pay Rent or any other charges due under this Lease. In the event of a dispute, Landlord (or Landlord's Architect) and Tenant shall negotiate in good faith, using their reasonable discretion, to determine which items constitute Punch List Items.

(d) Landlord covenants and agrees to complete all Punch List Items and to obtain permanent (final) certificates of occupancy as soon as reasonably possible thereafter and in any event within thirty (30) days after the date of Substantial Completion. Landlord covenants and agrees to repair or replace any defects in its work or in the Building systems and structures as soon as reasonably practicable after Tenant provides notice thereof to Landlord pursuant to Paragraph VI.I of the Lease; provided, however, that unless otherwise required of Landlord pursuant to the provisions of the Lease, Landlord shall have no obligation to repair nor liability for defects for Landlord's Work which are detected more than one (1) year after the date of the Substantial Completion; or in the case of any such defect previously repaired, first detected more than one (1) year from the date of the last repair of such defect. The foregoing shall not affect, however, any of Landlord's warranty and repair covenants set forth in the Lease.

(e) Within thirty (30) days after completion of the Punch List Items, Landlord shall deliver to Tenant "as built" plans for all Landlord Work.

(7) Early Work and Furniture Installation.

(a) Landlord acknowledges that Tenant wishes to commence operations from the Leased Premises as soon as possible after Landlord's Work is Substantially Complete, and that there may be some aspects of Tenant Work that may need to be completed before Tenant can commence operations at the Leased Premises. Therefore, Landlord and Tenant acknowledge and agree that Tenant shall be given access to the Leased Premises prior to the Substantial Completion of Landlord's Work, as and to the extent set forth below, so that Tenant may perform certain items of Tenant Work, and thereby expedite Tenant's use and occupancy of the Leased Premises. Any such items of Tenant Work shall be agreed upon in writing by Landlord and Tenant in their reasonable discretion prior to the commencement of any such work, and shall be referred to herein as

the Early Work. Landlord and Tenant agree that the performance of any Early Work shall be in accordance with this Paragraph II.B(7) and Paragraph V herein. In no event will any delay in the completion of Tenant Work (including without limitation any Early Work) result in an extension or delay of the Lease Commencement Date.

(b) Any entry onto the Leased Premises prior to Substantial Completion of Landlord's Work or the Lease Commencement Date, including without limitation any early entry for the purposes of performing any Early Work, shall not be deemed to constitute possession or occupancy, but shall be subject to all of the terms and conditions of the Lease except for the obligation to pay Rent, Taxes and any other occupancy charges under the Lease (which will not be applicable until the Lease Commencement Date, as provided in the Lease). Tenant shall request permission to enter the Leased Premises in writing, specifying the requested date, time of entry, and which Early Work Tenant intends to perform, at least ten (10) days prior to any such entry, and Landlord shall cause the GC to respond promptly to such request and to use reasonable efforts to accommodate the request, in accordance with the scheduling restrictions and requirements set forth below. In addition, any entry by the Tenant, its agents, employees or contractors (any and all of which to be referred to hereinafter as "Tenant's Personnel"): (i) shall be subject to the insurance requirements set forth in Paragraph V.D of this **Exhibit C-1**; (ii) shall comply with any reasonable scheduling requirements of the GC; and (iii) shall be performed in a manner reasonably designed to avoid delay in the Substantial Completion of Landlord's Work. Tenant shall bear the full risk of loss for any materials, equipment or other property which Tenant's Personnel bring onto the Leased Premises in connection with any Early Work, which shall be at Tenant's sole risk.

(c) Notwithstanding the foregoing to the contrary, Tenant acknowledges that Tenant's Personnel shall not be permitted to enter the Leased Premises prior to the Substantial Completion of Landlord's Work to perform any Early Work unless and until Tenant receives permission from Landlord for such entry, subject to the terms of Paragraph II.B(7)(d) and Paragraph V below. Landlord shall ensure that the GC's schedule for performance of Landlord's Work shall include a reasonable block of time which is allocated to Early Work.

(d) Landlord agrees to cause the GC to cooperate in good faith with Tenant to accommodate Tenant's requested entry dates, subject to the terms of this Paragraph II.B.(7)(d), provided that if the GC determines that it is not feasible for Early Work to be performed on a particular floor or floors of the Building, or determines that allowing such entry would delay the Substantial Completion of Landlord's Work, then Tenant's Personnel shall not have the right to enter such floor(s) until authorized to do so by the GC. Subject to the foregoing sentence, Landlord and the GC shall make all reasonable efforts to enable the Tenant to have access to all floors of the Building as they become available (i.e., as the commencement of Early Work becomes feasible).

(e) Tenant (or its contractors performing such work) shall be responsible for any damage to Landlord's Work caused by Tenant, or its agents, employees and contractors, in the course of performing any Early Work, and Tenant agrees to

indemnify, defend and hold Landlord harmless from any loss, cost, liability or damages incurred by Landlord as a result of Tenant's Early Work.

### III. TIMING OF CONSTRUCTION

A. Target Date. Subject to Force Majeure and Tenant Delays, Landlord agrees to achieve Substantial Completion of Landlord's Work on or before the Target Date. If a delay occurs (or is anticipated by Landlord to occur) due to Force Majeure or Tenant Delays, Landlord will, upon Tenant's written request, investigate with the GC to determine if it is possible to accelerate the completion of Landlord's Work (through overtime and the like) in order to reduce or eliminate any anticipated delay, and, if so, Landlord and the GC will identify the cost which will be associated with accelerating the completion of Landlord's Work to the extent delayed thereby (or the portion thereof which is affected by such delay). If such acceleration is possible, Landlord will, in consultation with and with the approval of Tenant, reasonably approve change orders allowing for such acceleration provided that the cost of such acceleration shall constitute Excess Costs which shall be paid in accordance with Paragraph IV below.

B. Effect of Delay.

(1) Notwithstanding any provision contained in the Lease or this Exhibit to the contrary, in the event that Construction Commencement has not occurred on or prior to the date that is nine (9) months following the Effective Date subject to Force Majeure (not to exceed an additional nine (9) months) and Tenant Delays, Tenant shall have the right, as its sole and exclusive remedy, to terminate the Lease by delivering written notice thereof to Landlord at any time prior to the occurrence of Construction Commencement, in which event the Lease shall terminate and neither Landlord nor Tenant shall have any further obligations thereunder.

(2) If and to the extent there is a delay in Substantial Completion beyond the Target Date, then the following shall apply, as the case may be:

(a) If and to the extent such non-completion occurs as a result of any event of Force Majeure, the Lease Commencement Date of this Lease shall be the date upon which Substantial Completion of Landlord's Work occurs.

(b) If and to the extent such non-completion occurs for any reason other than as a result of Force Majeure or any Tenant Delays, then (1) the Lease Commencement Date shall be the date of Substantial Completion of Landlord's Work, and (2) if Substantial Completion is delayed past the Penalty Date, Tenant shall be entitled to receive a credit against Basic Annual Rent (commencing on the Lease Commencement Date, as adjusted pursuant to this subparagraph) in an amount equal to the Per Diem Delay Liquidated Damages (hereinafter defined) as calculated herein multiplied by the number of days elapsing between the Penalty Date and the date Substantial Completion of Landlord's Work is achieved by Landlord. As used herein, the "Per Diem Delay Liquidated Damages" shall be an amount equal to one-half (1/2) of the per diem rent paid by Tenant for alternate office space occupied by Tenant during the period commencing on the Penalty Date and ending on the date of Substantial Completion of Landlord's Work. If, for any reason other than Tenant Delays, Landlord has not delivered the Leased Premises to Tenant by the date



that is thirty-two (32) months following the Effective Date of the Lease, Tenant shall have the right to terminate the Lease upon thirty (30) days' written notice to Landlord; provided, however, Landlord may nullify such notice by delivering the Leased Premises to Tenant prior to the expiration of the 30-day notice period.

IF LANDLORD FAILS TO ACHIEVE SUBSTANTIAL COMPLETION BY THE TARGET DATE (AS THE SAME MAY BE EXTENDED PURSUANT TO THE PROVISIONS OF THIS WORK LETTER), THEN, AS TENANT'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR SUCH DELAY AND INSTEAD OF ANY ACTUAL DAMAGES, LANDLORD SHALL PAY OR CAUSE TO BE PAID TO TENANT PROMPTLY ON DEMAND BY TENANT, AS COMPENSATION TO TENANT FOR THE LOSS OF THE BENEFICIAL USE OF THE PREMISES DURING THE PERIOD OF THE DELAY, BUT NOT AS A PENALTY, THE PER DIEM DELAY LIQUIDATED DAMAGES. THE PARTIES HERETO HEREBY AGREE THAT THE FOREGOING LIQUIDATED DAMAGES ARE FAIR AND REASONABLE AND COMPRISE THE SUM OF TENANT'S DAMAGES IN THE EVENT OF A DELAY IN SUBSTANTIAL COMPLETION. THE PARTIES HERETO FURTHER AGREE THAT THE PAYMENT OF THE AMOUNTS DESCRIBED IN THIS PARAGRAPH ABOVE AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. IF LANDLORD FAILS OR IS OTHERWISE UNABLE TO PAY WHEN DUE SUCH LIQUIDATED DAMAGES PURSUANT TO THIS PARAGRAPH, TENANT MAY, IN ITS SOLE AND ABSOLUTE DISCRETION, IMMEDIATELY OFFSET THE LIQUIDATED DAMAGES OWED BY LANDLORD AGAINST THE ADDITIONAL BASIC RENT OR BASIC ANNUAL RENT DUE LANDLORD PURSUANT TO PARAGRAPH V.E OF THE LEASE, TOGETHER WITH INTEREST FROM THE DATE OF ACCRUAL OF SUCH LIQUIDATED DAMAGES AT A RATE EQUAL TO THE ALL IN RATE ON LANDLORD'S FINANCING.

  
\_\_\_\_\_  
LANDLORD'S INITIALS

  
\_\_\_\_\_  
TENANT'S INITIALS

(c) If and to the extent Substantial Completion of Landlord's Work is delayed as a result of any Tenant Delay(s), then (1) the Lease Commencement Date of the Lease shall be the date of Substantial Completion of Landlord's Work, (2) Tenant shall pay Landlord the lesser of its actual damages as a result of such delays or liquidated damages in an amount equal to the number of days by which Substantial Completion was delayed due to Tenant Delay multiplied by the per diem amount of Basic Annual Rent, and (3) Landlord shall not be liable to Tenant for any abatement, damages or other rights and remedies as a result thereof.

(d) The provisions of clauses (a), (b) and (c) shall be construed in conjunction with each other in those cases where delays in completion of items of

Landlord's Work are caused in part by Force Majeure, in part by Tenant Delays and/or in part by Landlord's non-performance.

The foregoing shall constitute the sole and exclusive remedies of Landlord and Tenant if Substantial Completion of Landlord's Work is delayed beyond the Target Date.

C. Tenant Delay(s). Tenant acknowledges that Tenant Delay(s) may cause delay in Landlord's ability to complete Landlord's Work within the time frames contemplated by this Lease. Accordingly, (i) Landlord's completion obligations with respect to Landlord's Work (and, if applicable, Construction Commencement and the Target Date) shall be extended one (1) day for each day of delay caused by Tenant Delays; and (ii) Landlord shall not be liable to Tenant for any Rent abatement (including, but not limited to the Per Diem Delay Liquidated Damages), damages or other rights and remedies with respect to the period of delay due to Tenant Delays.

E. Late Delivery of the Leased Premises. Except for Tenant's right to terminate the Lease pursuant to Paragraph III.B(1) above, if Landlord delivers possession of the Leased Premises subsequent to the Target Date, as such date may be extended pursuant to this Exhibit C-1, then this Lease will remain fully effective and Tenant may not cancel or rescind this Lease, except as specifically set forth in this Exhibit C-1.

#### IV. COST TO COMPLETE

A. Landlord's Base Building Work. Except as otherwise set forth herein, Landlord shall be responsible for and shall pay when due all costs associated with the preparation of the Approved Base Building Plans, and the performance of Landlord's Base Building Work in accordance with this Exhibit C-1.

B. Landlord's TI Work. Landlord shall be responsible for and pay when due the TI Costs, subject to the payment by Tenant of any Excess Costs.

C. Payment of Change Order Costs. To the extent of any Change Order Costs, the same shall be paid as follows: on a monthly basis, Landlord shall provide Tenant (or Tenant's Representative) with copies of requisition forms provided by Landlord and certified by the GC, setting forth the amount of any Change Order Costs with respect to the period applicable to such requisition. Tenant shall promptly notify Landlord in the event Tenant determines that any such information delivered by Landlord is inaccurate or incomplete in any respect. Tenant shall be responsible for the payment of 100% of the Change Order Costs, which amounts shall be paid by Tenant within thirty (30) days following Tenant's receipt of a monthly requisition described in this Paragraph IV.C.

D. Payment of Other Excess Costs. Any Excess Costs that Tenant is responsible for shall be paid by Tenant within thirty (30) days following Tenant's receipt of an invoice therefor.

E. Insurance Requirements Applicable to Landlord during Landlord Work. As a condition to performing any Landlord Work and at all times throughout such work, Landlord shall have procured and maintained all insurance required under Paragraph V(E)(2) of the Lease.

F. Warranties. Landlord shall obtain industry standard warranties for all Improvements included in Landlord's Work, which warranties shall in no event be for a period less than one (1) year following Substantial Completion (and Landlord shall use good faith efforts to cause the Construction Contract to provide that in the event any item is replaced or repaired pursuant to such warranty, the warranty period with respect thereto shall recommence anew from the date of each such repair or replacement). Landlord agrees to assign to Tenant all such warranties and guaranties relating to the Base Building and Landlord's TI Work.

V. TENANT WORK

A. Generally.

(1) In the event Tenant wishes to perform any Tenant Work in the Leased Premises prior to the Substantial Completion of Landlord's Work, the provisions of this Paragraph V shall apply. Any such Tenant Work, which shall involve only the installation of Tenant's furniture, moveable trade fixtures, equipment, telecommunications equipment, audio/visual equipment, and voice and data cabling, shall be performed by Tenant's employees or a licensed contractor in accordance with plans and specifications approved by Landlord, which approvals shall not be unreasonably withheld. The procedure for submission of any plans and specifications for Tenant Work shall be substantially identical to the procedure for obtaining Tenant's approval of the Approved TI Plans. Tenant agrees that Landlord will have the right to inspect, at the sole cost and expense of Landlord, the performance of Tenant Work by Tenant's contractor(s) and subcontractor(s), through a construction manager appointed by Landlord, and Tenant agrees to cooperate with Landlord to facilitate such inspection, including without limitation: (A) notifying Landlord and such construction manager prior to any and all government inspections of Tenant Work so that Landlord's construction manager can be present therefor; (B) permitting Landlord's construction manager free and clear access to the Leased Premises during the construction period, as necessary to perform such inspections, and (C) complying (or causing its contractor to comply) with the reasonable directions of such construction manager in connection with Tenant Work, as long as such directions are not inconsistent with the Approved Plans. Landlord shall use reasonable efforts not to interfere unreasonably with the performance of any Tenant Work during the course of any inspections by Landlord or Landlord's construction manager pursuant to this Paragraph.

(2) In the performance of any Tenant Work in accordance with this Lease, Tenant shall cause its contractor(s) to use reasonable and diligent efforts not to interfere with ongoing operations at the Leased Premises (including the Building), including, but not limited to Landlord's Work.

(3) Tenant's contractor(s) shall keep all construction areas reasonably clean and free of trash and debris, and Tenant shall police the activities of its contractors, subcontractors and their respective employees with regard to keeping the Building and Leased Premises clean. Tenant's construction contract shall indemnify Tenant and Landlord from damages, losses and expenses associated with the wrongful acts and omissions of Tenant's contractor, its agents, employees and subcontractors, and shall otherwise be consistent with the terms hereof.

(4) In connection with any Tenant Work, Tenant shall provide to Landlord copies of all applications for permits (if such permits are required under Legal Requirements applicable to Tenant), copies of all governmental inspection reports and/or certificates, if any, and any and all notices or violations communicated to Tenant or its contractors by applicable governmental authorities (to the extent that any such governmental authorities have the legal right and power to issue such notices to Tenant), promptly upon receipt and/or submission thereof, as the case may be. Tenant agrees to comply (or to cause its contractors to comply) with all applicable Legal Requirements in the performance of any Tenant Work, and to promptly rectify any violations of such Legal Requirements caused by the acts or omission of Tenant, its employees, agents and/or contractors, and Tenant shall be responsible for any non-compliance by Tenant or its agents, employees and contractors.

(5) Without limiting the generality or applicability of the foregoing provisions, or of any other applicable provision of this **Exhibit C-1** or the Lease, Tenant agrees that the following provisions shall apply to the performance of any Tenant Work:

(a) In performing portions of any Tenant Work which involve construction work upon the exterior of the Building, Tenant agrees that it shall, at Tenant's sole expense, restore all other areas of the Building's exterior, including without limitation all adjacent planting areas, sidewalks and parking areas, affected by the execution of such Tenant Work, to their original condition upon the completion of such portions of such Tenant Work; provided, however, that requirement shall not apply to the extent that Landlord and its Contractor still control the area in connection with Landlord Work.

(b) Tenant shall protect and restore all work areas of the Leased Premises (including without limitation any portions of the Building) utilized or affected in performing any Tenant Work, including, but not limited to, Building roofs, floor penetrations and chase wall penetrations. Tenant shall use only roofing contractors who are permitted to perform such work upon the roof without nullifying any then applicable roof warranty for penetrations and reflashings of affected roof areas (if any), which roofing contractors shall be subject to Landlord's reasonable approval and which roofing contractors shall warrant to Landlord's reasonable satisfaction the integrity of any such roof or exterior penetrations and that the same are free from leakage and are otherwise properly waterproof. Tenant shall further ensure that all floor penetrations are properly fire-stopped, in accordance with applicable building and fire codes and prudent construction practices. Landlord's construction manager and/or representatives shall be advised at the time Tenant commences any portion of any Tenant Work involving the exterior of the Building, the Building roof and all floor to floor penetrations, and all such work shall be subject to the inspection and approval of Landlord (and in the case of work involving the exterior of the Building, shall be supervised by Landlord's construction manager and/or other representatives). In regard to the foregoing right of inspection and approval, Tenant and its contractor shall permit such construction manager and/or representatives free access to all affected areas of the Leased Premises and Building necessary for Landlord to conduct such inspections and/or supervision.

(c) Tenant shall, upon Management Change Date, cause its contractor performing any Tenant Work to provide copies of warranties for such Tenant Work and the

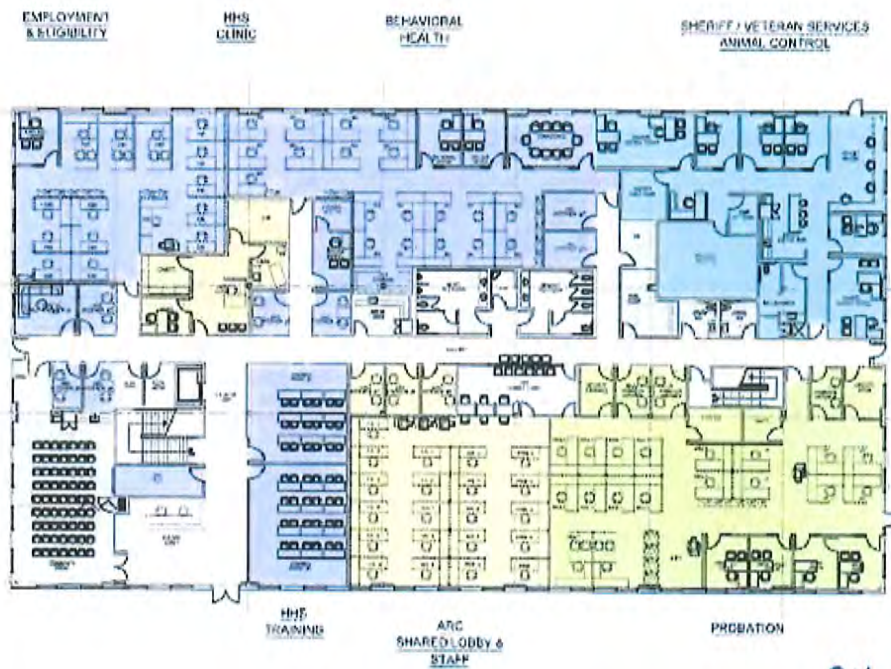
materials and equipment which are incorporated into the Building and/or the Leased Premises in connection therewith, as well as provide to Landlord all operating and maintenance manuals for all equipment and materials incorporated into the Building and/or Leased Premises as part of any Tenant Work. Tenant shall either assign to Landlord, or enforce on Landlord's behalf, all such warranties to the extent repairs and/or maintenance on warranted items would be covered by such warranties. Without limitation, all aspects of any Tenant Work shall be warranted to be free from defects in design and workmanship for a period of not less than one (1) year from Substantial Completion of construction.

(6) Except as provided herein, Tenant shall obtain all necessary permits in connection with any Tenant Work, including all final inspection approvals which are required for the proper completion of such Tenant Work.

B. Lien-Free Completion. Landlord and Tenant shall each use only materials substantially consistent in quality with those specific in the Approved Base Building Plans and Approved TI Plans in connection with any work performed by them. All Tenant Work and all of Landlord's Work shall be paid for in full and in a timely fashion by Tenant and Landlord, respectively, as provided herein, and shall be performed in a lien-free, and good and workmanlike manner, and in accordance with all applicable codes and requirements. Tenant's indemnity and covenants as set forth in the Lease shall apply to any liens created by virtue of any Tenant Work. Tenant shall be solely responsible for ensuring that all Tenant Work complies with applicable Legal Requirements.

C. Insurance Requirements Applicable to Tenant during Tenant Work. As a condition to performing any Tenant Work, Tenant shall be in compliance with the insurance requirements of Paragraph V.E of the Lease.

EXHIBIT C-1



OK WITH INCLUSION OF SHERIFF'S LOBBY  
 1/3/19 ∴ WALL BETWEEN PROBATION & AORB

First Floor

SPACE PLANS/Revised

Step County Council

**WARE MALCOMB**

SP01

SPACE PLANS

Floor 1



OK 20  
11/5/19

Second Floor  
 SPACE PLAN Project  
 Iago County Courthouse

**WARE MALCOMB**  
 ARCHITECTS  
 11/13/19  
 SP01

Floor 2

**EXHIBIT C-1**  
**ELEVATIONS – COMPAS – N/E W/S**

**NORTH FACING ELEVATION**



**SOUTH FACING ELEVATION**



Provided by Ware Malcomb  
9/20/2018



**EXHIBIT C-1**  
**ELEVATIONS – COMPAS – N/E W/S**

**EAST FACING ELEVATION**



**WEST FACING ELEVATION**



Provided by Ware Malcomb  
9/20/2018

## EXHIBIT C-1

### DRAFT SPECS

# Shell Building Specifications

October 27, 2018

## Building Shell Materials & Finishes

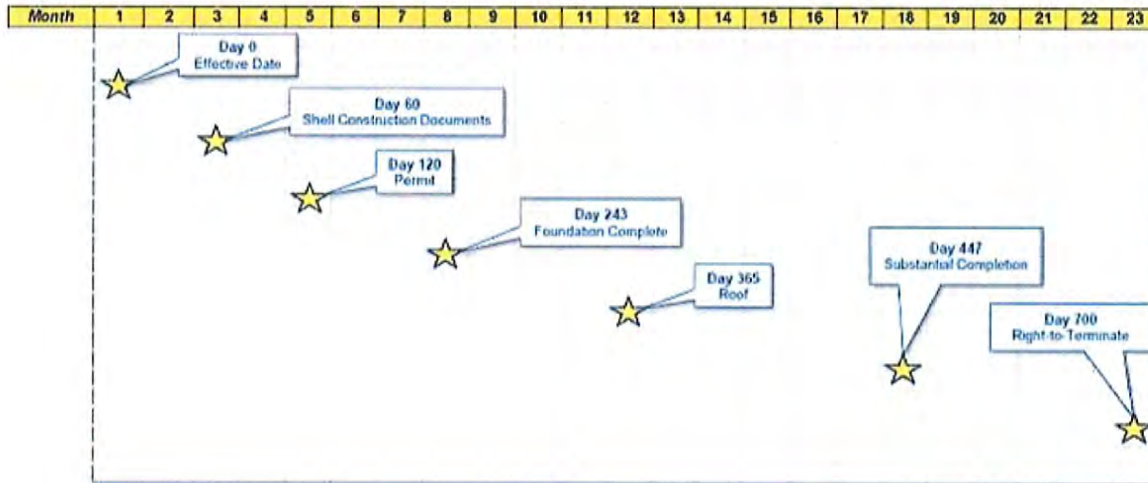
1. Main Entry = One Pair Metal Framed Glass Doors, 3'0" by 8'0" with surface mounted closer and manual locking hardware.
2. Standard Exterior Doors = Hollow Metal painted with manual lockset.
3. Parking Area Lighting = Minimum foot candles as required by code.
4. Parking Surface = Asphalt, with painted parking stalls
5. Concrete Curbs, Planters and Walkways
6. Off-Site Improvements = As required by Public Works
7. Exterior Façade = Precision Cut concrete block.
8. Window Mullions = Bronze Anodized Aluminum
9. Windows = Dual Pane Glass
10. Drought Tolerant Landscape
11. Light Bollards at Main Entry (non-impact)
12. Access Easement = Crushed Rock

## EXHIBIT C-2

### DESIGN AND CONSTRUCTION MILESTONES

**INYO**

Exhibit C-2: Lease Schedule Milestones



### EXHIBIT C-3

**In the event of conflicting language the following shall prevail, 1. Miscellaneous Room Details, 2. Finish Schedule Interior and Exterior, 3. Room Data Sheets**

## **FINISH SCHEDULE INTERIOR & EXTERIOR**

January 4, 2019

1. Light fixtures = 2 x 4 LED
2. Acoustic Ceiling = 2 x 4 Second Look
3. Fire Protection = Semi recessed chrome heads
4. Paint = Egg shell finish
5. Office Doors = 7'0 x 3'0 plastic laminate
6. Rated Interior Doors =
7. Frames = Aluminum Metal Frames
8. Hardware = Schlage AL Series Passage Set, PHG ball bearing hinges, PHG 9000 Closers, PHG floor stops.
9. Partitions = Drywall, ceiling high throughout
10. Drywall Finish = Level 4, or equal
11. Base = 4" Rubber Base
12. Flooring = Carpet Tile Mohawk 2867
13. Hard Surface Flooring = 12 x 12 VCT
14. Restroom Partitions = Plastic Laminate Wilsonart, floor mounted and top braced.
15. Restroom Accessories = American Standard, Zurn, Kohler
16. Restroom Counters = Plastic laminate Wilsonart
17. Restroom Sinks = Porcelain drop-in American Standard, Zurn, Kohler
18. Restroom Faucets = Manual American Standard, Zurn, Kohler
19. Wall mounted urinals = Manual Flush Valves
20. Floor mounted water closets = Manual Flush Valves
21. Wall mounted mirrors above sinks
22. Restroom walls = Painted Drywall with Ceramic Tile at all wet walls to 60" AFF Daltile Rittenhouse 3x6 0790 Matte Arch White or porcelain tile equivalent at County's choice
23. Restroom Floors = Daltile Bay Bridge 12 x 12 or porcelain tile equivalent at County's choice.
24. Millwork = Plastic Laminate all locations Wilsonart
25. Window Blinds = Vertical Blinds at all perimeter windows
26. HVAC distribution consistent with ASHRAE Standards for Office Space and Title 24
27. Electrical convenience power = 2 duplex out with each private office, 2 duplex outlets per each work station.
28. Specialty outlets for server room, lunch rooms, conference rooms
29. Lighting distribution consistent with standard office space lighting lumens at work surface tops and Title 24
30. Exit signs = Red LED, White plastic with battery backup

## Building Shell Materials & Finishes

1. Main Entry = One Pair Metal Framed Glass Doors 3'0" by 8'0" with surface mounted closer and manual locking hardware.
2. Standard Exterior Doors = Hollow Metal painted with manual lockset.
3. Parking Area Lighting = minimum foot candles as required by code.
4. Parking Surface = Asphalt, with painted parking stalls
5. Curbs, planters and walkways = Concrete
6. Off-site improvements = as required by Public Works
7. Exterior Façade = Precision Cut concrete block.
8. Window Mullions = Bronze Anodized Aluminum
9. Dual Pane Glass
10. Drought Tolerant Landscape
11. Light Bollards at Main Entry (non impact)
12. Access Easement = Crushed Rock

## Room Data Sheets

**ROOM TYPE: Training Room**

### Architectural:

Floor - Building Standard Carpet. Building Standard Base.  
Walls - Level 4 Gypsum Board, Flat Paint, Sherwin Williams or equal.  
Ceilings - Building Standard Suspended Acoustic Panel Ceiling  
Doors/Hardware Building Standard Door, Frame & Hardware  
-  
Interior  
Sidelights -  
Exterior Window  
Treatments - Building Standard Window Treatment  
Acoustical - Building Standard Ceiling High Partition 5/8" drywall, metal stud.

### Mechanical:

HVAC system designed to meet ASHRAE Standards for Office Space minimum/maximums dry bulb wet bulb conditions within the Bishop CA geographic region.

### Plumbing:

No requirements.

### Electrical:

One 120v Duplex Convenience Receptacle on two walls.  
Electrical WIPS for systems furniture to be provided by Tenant's Furniture provider

### Lighting:

Ceiling Mounted Recessed High Performance LED direct/indirect with controls as mandated by CA Title 24. Lumens at desktop level to be consistent with standard Office Space use and as required by CA Title 24. Switching to allow for AV presentations

### Millwork

### Fire Protection:

-Semi recessed chrome fire protection

### IT & AV:

Data Cabling and Audio Visual Requirements Provided by Tenant.

### Non Standard Requirements

**ROOM TYPE: Exit Stair**

Architectural:

Floor - Concrete filled pan. Building Standard Base.  
Walls - Level 4 Gypsum Board, Egg Shell Paint, Sherwin Williams or equal.  
Ceilings -  
Doors/Hardware Building Standard Door, Frame & Hardware  
-  
Interior  
Sidelights -  
Exterior Window  
Treatments -  
Acoustical - Building Standard Ceiling High Partition 5/8" drywall, metal stud.

Mechanical:

HVAC system designed to meet ASHRAE Standards for Office Space minimum/maximums dry bulb wet bulb conditions within the Bishop CA geographic region.

Plumbing:

No requirements.

Electrical:

Lighting:

Ceiling Mounted Recessed High Performance LED direct/indirect with controls as mandated by CA Title 24. Lumens at desktop level to be consistent with standard Office Space use and as required by CA Title 24.

Millwork

Building Standard Plastic Laminate, Wilson Art Standard Colors Uppers and Lower as may be depicted on Ware Malcomb construction documents

Fire Protection:

-Semi recessed chrome fire protection

IT & AV:

Data Cabling and Audio Visual Requirements Provided by Tenant.

Non Standard Requirements

**ROOM TYPE: Sheriff Offices**

Architectural:

Floor - Building Standard Carpet. Building Standard Base.  
Walls - Level 4 Gypsum Board, Flat Paint, Sherwin Williams or equal.  
Ceilings - Building Standard Suspended Acoustic Panel Ceiling  
Doors/Hardware Building Standard Door, Frame & Hardware  
-  
Interior  
Sidelights -  
Exterior Window  
Treatments - Building Standard Window Treatment  
Acoustical - Building Standard Ceiling High Partition 5/8" drywall, metal stud.

Mechanical:

HVAC system designed to meet ASHRAE Standards for Office Space minimum/maximums dry bulb wet bulb conditions within the Bishop CA geographic region.

Plumbing:

No requirements.

Electrical:

Two 120v Duplex Convenience Receptacle on two walls.  
Electrical WIPS for systems furniture to be provided by Tenant's Furniture provider

Lighting:

Ceiling Mounted Recessed High Performance LED direct/indirect with controls as mandated by CA Title 24. Lumens at desktop level to be consistent with standard Office Space use and as required by CA Title 24.

Millwork

Fire Protection:

-Semi recessed chrome fire protection

IT & AV:

Data Cabling and Audio Visual Requirements Provided by Tenant.

Non Standard Requirements



**ROOM TYPE: Restroom**

Architectural:

Floor - Porcelin/ceramic tile and base.  
Walls - Porcelin/ceramic Tile on Wet Walls, Level 4 Gypsum Board, Semi Gloss Paint, Sherwin Williams or equal.  
Ceilings - Drywall Ceiling  
Doors/Hardware Building Standard Door, Frame & Hardware  
-  
Interior  
Sidelights -  
Exterior Window  
Treatments - Building Standard Window Treatment  
Acoustical - Building Standard Ceiling High Partition 5/8" drywall, metal stud.

Mechanical:

HVAC system designed to meet ASHRAE Standards for Office Space minimum/maximums dry bulb wet bulb conditions within the Bishop CA geographic region.

Plumbing:

Wall Mounted Urinals, Floor Mounted Water Closets, Plastic Laminate Counter Tops, Porcelain Sinks, Manual Faucets, Insta Hot Water Heater. Toilet Accessories Bobrick or Equal.

Electrical:

One GF 120v Duplex Convenience Receptacle.

Lighting:

Ceiling Mounted Recessed High Performance LED direct/indirect with controls as mandated by CA Title 24. Lumens at desktop level to be consistent with standard Office Space use and as required by CA Title 24.

Millwork

Plastic Laminate toilet and urinal privacy screens

Fire Protection:

-Semi recessed chrome fire protection

IT & AV:

Data Cabling and Audio Visual Requirements Provided by Tenant.

Non Standard Requirements

**ROOM TYPE:                    Quiet Rooms**

Architectural:

Floor -                    Building Standard Carpet. Building Standard Base.  
Walls -                    Level 4 Gypsum Board, Egg Shell Paint, Sherwin Williams or equal.  
Ceilings -                Building Standard Suspended Acoustic Panel Ceiling  
Doors/Hardware        Building Standard Door, Frame & Hardware  
-  
Interior  
Sidelights -  
Exterior Window  
Treatments -            Building Standard Window Treatment  
Acoustical -            Building Standard Ceiling High Partition 5/8” drywall, metal stud.

Mechanical:

HVAC system designed to meet ASHRAE Standards for Office Space minimum/maximums dry bulb wet bulb conditions within the Bishop CA geographic region.

Plumbing:

No requirements.

Electrical:

One 120v Duplex Convenience Receptacle on two walls.  
Electrical WIPS for systems furniture to be provided by Tenant’s Furniture provider

Lighting:

Ceiling Mounted Recessed High Performance LED direct/indirect with controls as mandated by CA Title 24. Lumens at desktop level to be consistent with standard Office Space use and as required by CA Title 24.

Millwork

Fire Protection:

-Semi recessed chrome fire protection

IT & AV:

Data Cabling and Audio Visual Requirements Provided by Tenant.

Non Standard Requirements

**ROOM TYPE: Private Offices**

Architectural:

- Floor - Building Standard Carpet. Building Standard Base.
- Walls - Level 4 Gypsum Board, Egg Shell Paint, Sherwin Williams or equal.
- Ceilings - Building Standard Suspended Acoustic Panel Ceiling
- Doors/Hardware - Building Standard Door, Frame & Hardware
- 
- Interior
- Sidelights -
- Exterior Window
- Treatments - Building Standard Window Treatment
- Acoustical - Building Standard Ceiling High Partition 5/8" drywall, metal stud.

Mechanical:

HVAC system designed to meet ASHRAE Standards for Office Space minimum/maximums dry bulb wet bulb conditions within the Bishop CA geographic region.

Plumbing:

No requirements.

Electrical:

One 120v Duplex Convenience Receptacle on two walls.  
Electrical WIPS for systems furniture to be provided by Tenant's Furniture provider

Lighting:

Ceiling Mounted Recessed High Performance LED direct/indirect with controls as mandated by CA Title 24. Lumens at desktop level to be consistent with standard Office Space use and as required by CA Title 24.

Millwork

Fire Protection:

-Semi recessed chrome fire protection

IT & AV:

Data Cabling and Audio Visual Requirements Provided by Tenant.

Non Standard Requirements

**ROOM TYPE:**

**Open Offices**

Architectural:

Floor -	Building Standard Carpet. Building Standard Base.
Walls -	Level 4 Gypsum Board, Egg Shell Paint, Sherwin Williams or equal.
Ceilings -	Building Standard Suspended Acoustic Panel Ceiling
Doors/Hardware	Building Standard Door, Frame & Hardware
-	
Interior	
Sidelights -	
Exterior Window	
Treatments -	Building Standard Window Treatment
Acoustical -	Building Standard Ceiling High Partition 5/8" drywall, metal stud.

Mechanical:

HVAC system designed to meet ASHRAE Standards for Office Space minimum/maximums dry bulb wet bulb conditions within the Bishop CA geographic region.

Plumbing:

No requirements.

Electrical:

Electrical WIPS for systems furniture to be provided by Tenant's Furniture provider

Lighting:

Ceiling Mounted Recessed High Performance LED direct/indirect with controls as mandated by CA Title 24. Lumens at desktop level to be consistent with standard Office Space use and as required by CA Title 24.

Millwork

Fire Protection:

-Semi recessed chrome fire protection

IT & AV:

Data Cabling and Audio Visual Requirements Provided by Tenant.

Non Standard Requirements

**ROOM TYPE: Lobby Waiting**

Architectural:

Floor - Building Standard Carpet or VCT. Building Standard Base.  
Walls - Level 4 Gypsum Board, Flat Paint, Sherwin Williams or equal.  
Ceilings - Building Standard Suspended Acoustic Panel Ceiling  
Doors/Hardware Building Standard Door, Frame & Hardware  
-  
Interior  
Sidelights -  
Exterior Window  
Treatments - Building Standard Window Treatment  
Acoustical - Building Standard Ceiling High Partition 5/8" drywall, metal stud.

Mechanical:

HVAC system designed to meet ASHRAE Standards for Office Space minimum/maximums dry bulb wet bulb conditions within the Bishop CA geographic region.

Plumbing:

No requirements.

Electrical:

One 120v Duplex Convenience Receptacle on two walls.  
Electrical WIPS for systems furniture to be provided by Tenant's Furniture provider

Lighting:

Ceiling Mounted Recessed High Performance LED direct/indirect with controls as mandated by CA Title 24. Lumens at desktop level to be consistent with standard Office Space use and as required by CA Title 24.

Millwork

As shown on approved Test Fit plan

Fire Protection:

-Semi recessed chrome fire protection

IT & AV:

Data Cabling and Audio Visual Requirements Provided by Tenant.

Non Standard Requirements

**ROOM TYPE: Lobbies**

Architectural:

Floor - Building Standard VCT or Carpet. Building Standard Base.  
Walls - Level 4 Gypsum Board, Flat Paint, Sherwin Williams or equal.  
Ceilings - Building Standard Suspended Acoustic Panel Ceiling  
Doors/Hardware Building Standard Door, Frame & Hardware  
-  
Interior  
Sidelights -  
Exterior Window  
Treatments - Building Standard Window Treatment  
Acoustical - Building Standard Ceiling High Partition 5/8" drywall, metal stud.

Mechanical:

HVAC system designed to meet ASHRAE Standards for Office Space minimum/maximums dry bulb wet bulb conditions within the Bishop CA geographic region.

Plumbing:

No requirements.

Electrical:

One 120v Duplex Convenience Receptacle on two walls.  
Electrical WIPS for systems furniture to be provided by Tenant's Furniture provider

Lighting:

Ceiling Mounted Recessed High Performance LED direct/indirect with controls as mandated by CA Title 24. Lumens at desktop level to be consistent with standard Office Space use and as required by CA Title 24.

Millwork

As shown on approved Test Fit plan

Fire Protection:

-Semi recessed chrome fire protection

IT & AV:

Data Cabling and Audio Visual Requirements Provided by Tenant.

Non Standard Requirements

**ROOM TYPE: Law Library**

Architectural:

Floor - Building Standard Carpet. Building Standard Base.  
Walls - Level 4 Gypsum Board, Flat Paint, Sherwin Williams or equal.  
Ceilings - Building Standard Suspended Acoustic Panel Ceiling  
Doors/Hardware Building Standard Door, Frame & Hardware  
-  
Interior  
Sidelights -  
Exterior Window  
Treatments - Building Standard Window Treatment  
Acoustical - Building Standard Ceiling High Partition 5/8” drywall, metal stud.

Mechanical:

HVAC system designed to meet ASHRAE Standards for Office Space minimum/maximums dry bulb wet bulb conditions within the Bishop CA geographic region.

Plumbing:

No requirements.

Electrical:

One 120v Duplex Convenience Receptacle on two walls.  
Electrical WIPS for systems furniture to be provided by Tenant’s Furniture provider

Lighting:

Ceiling Mounted Recessed High Performance LED direct/indirect with controls as mandated by CA Title 24. Lumens at desktop level to be consistent with standard Office Space use and as required by CA Title 24.

Millwork

Fire Protection:

-Semi recessed chrome fire protection

IT & AV:

Data Cabling and Audio Visual Requirements Provided by Tenant.

Non Standard Requirements

**ROOM TYPE:                    Lab**

Architectural:

Floor -                    Building Standard VCT or Carpet. Building Standard Base.  
Walls -                    Level 4 Gypsum Board, Egg Shell Paint, Sherwin Williams or equal.  
Ceilings -                Building Standard Suspended Acoustic Panel Ceiling  
Doors/Hardware        Building Standard Door, Frame & Hardware  
-  
Interior  
Sidelights -  
Exterior Window  
Treatments -            Building Standard Window Treatment  
Acoustical -            Building Standard Ceiling High Partition 5/8" drywall, metal stud.

Mechanical:

HVAC system designed to meet ASHRAE Standards for Office Space minimum/maximums dry bulb wet bulb conditions within the Bishop CA geographic region.

Plumbing:

No requirements.

Electrical:

One 120v Duplex Convenience Receptacle on two walls.  
Electrical WIPS for systems furniture to be provided by Tenant's Furniture provider

Lighting:

Ceiling Mounted Recessed High Performance LED direct/indirect with controls as mandated by CA Title 24. Lumens at desktop level to be consistent with standard Office Space use and as required by CA Title 24.

Millwork-

Building Standard Plastic Laminate, Wilson Art Standard Colors Uppers and Lower as may be depicted on Ware Malcomb construction documents

Fire Protection:

-Semi recessed chrome fire protection

IT & AV:

Data Cabling and Audio Visual Requirements Provided by Tenant.

Non Standard Requirements



**ROOM TYPE: Interior Storage**

Architectural:

Floor - Building Standard VCT or Carpet. Building Standard Base.  
Walls - Level 4 Gypsum Board, Flat Paint, Sherwin Williams or equal.  
Ceilings - Building Standard Suspended Acoustic Panel Ceiling  
Doors/Hardware Building Standard Door, Frame & Hardware  
-  
Interior  
Sidelights -  
Exterior Window  
Treatments - Building Standard Window Treatment  
Acoustical - Building Standard Ceiling High Partition 5/8" drywall, metal stud.

Mechanical:

HVAC system designed to meet ASHRAE Standards for Office Space minimum/maximums dry bulb wet bulb conditions within the Bishop CA geographic region.

Plumbing:

No requirements.

Electrical:

One 120v Duplex Convenience Receptacle on two walls.  
Electrical WIPS for systems furniture to be provided by Tenant's Furniture provider

Lighting:

Ceiling Mounted Recessed High Performance LED direct/indirect with controls as mandated by CA Title 24. Lumens at desktop level to be consistent with standard Office Space use and as required by CA Title 24.

Millwork

Fire Protection:

-Semi recessed chrome fire protection

IT & AV:

Data Cabling and Audio Visual Requirements Provided by Tenant.

Non Standard Requirements

**ROOM TYPE: Interior Storage Level Two**

Architectural:

Floor - Building Standard VCT or Carpet. Building Standard Base.  
Walls - Level 4 Gypsum Board, Flat Paint, Sherwin Williams or equal.  
Ceilings - Building Standard Suspended Acoustic Panel Ceiling  
Doors/Hardware Building Standard Door, Frame & Hardware  
-  
Interior  
Sidelights -  
Exterior Window  
Treatments - Building Standard Window Treatment  
Acoustical - Building Standard Ceiling High Partition 5/8" drywall, metal stud.

Mechanical:

HVAC system designed to meet ASHRAE Standards for Office Space minimum/maximums dry bulb wet bulb conditions within the Bishop CA geographic region.

Plumbing:

No requirements.

Electrical:

One 120v Duplex Convenience Receptacle on two walls.  
Electrical WIPS for systems furniture to be provided by Tenant's Furniture provider

Lighting:

Ceiling Mounted Recessed High Performance LED direct/indirect with controls as mandated by CA Title 24. Lumens at desktop level to be consistent with standard Office Space use and as required by CA Title 24.

Millwork

Fire Protection:

-Semi recessed chrome fire protection

IT & AV:

Data Cabling and Audio Visual Requirements Provided by Tenant.

Non Standard Requirements

**ROOM TYPE: Interview Phone Room**

Architectural:

Floor - Building Standard Carpet. Building Standard Base.  
Walls - Level 4 Gypsum Board, Egg Shell Paint, Sherwin Williams or equal.  
Ceilings - Building Standard Suspended Acoustic Panel Ceiling  
Doors/Hardware Building Standard Door, Frame & Hardware  
-  
Interior  
Sidelights -  
Exterior Window  
Treatments - Building Standard Window Treatment  
Acoustical - Building Standard Ceiling High Partition 5/8" drywall, metal stud.

Mechanical:

HVAC system designed to meet ASHRAE Standards for Office Space minimum/maximums dry bulb wet bulb conditions within the Bishop CA geographic region.

Plumbing:

No requirements.

Electrical:

One 120v Duplex Convenience Receptacle on one walls  
Electrical WIPS for systems furniture to be provided by Tenant's Furniture provider

Lighting:

Ceiling Mounted Recessed High Performance LED direct/indirect with controls as mandated by CA Title 24. Lumens at desktop level to be consistent with standard Office Space use and as required by CA Title 24.

Millwork

Fire Protection:

-Semi recessed chrome fire protection

IT & AV:

Data Cabling and Audio Visual Requirements Provided by Tenant.

Non Standard Requirements

**ROOM TYPE:**

**Interior Corridor & Circulation**

Architectural:

Floor - Building Standard Carpet or VCT. Building Standard Base.  
Walls - Level 4 Gypsum Board, Egg Shell Paint, Sherwin Williams or equal.  
Ceilings - Building Standard Suspended Acoustic Panel Ceiling  
Doors/Hardware Building Standard Door, Frame & Hardware  
-  
Interior  
Sidelights -  
Exterior Window  
Treatments - Building Standard Window Treatment  
Acoustical - Building Standard Ceiling High Partition 5/8" drywall, metal stud.

Mechanical:

HVAC system designed to meet ASHRAE Standards for Office Space minimum/maximums dry bulb wet bulb conditions within the Bishop CA geographic region.

Plumbing:

No requirements.

Electrical:

One 120v Duplex Convenience Receptacle at various locations for house keeping..  
Electrical WIPS for systems furniture to be provided by Tenant's Furniture provider

Lighting:

Ceiling Mounted Recessed High Performance LED direct/indirect with controls as mandated by CA Title 24. Lumens at desktop level to be consistent with standard Office Space use and as required by CA Title 24.

Millwork

Fire Protection:

-Semi recessed chrome fire protection

IT & AV:

Data Cabling and Audio Visual Requirements Provided by Tenant.

Non Standard Requirements

**ROOM TYPE: IDF**

Architectural:

Floor - Sealed concrete. Building Standard Base.  
Walls - Level 4 Gypsum Board, Flat Paint, Sherwin Williams or equal.  
Ceilings - Building Standard Suspended Acoustic Panel Ceiling  
Doors/Hardware Building Standard Door, Frame & Hardware  
-  
Interior  
Sidelights -  
Exterior Window  
Treatments - Building Standard Window Treatment  
Acoustical - Building Standard Ceiling High Partition 5/8" drywall, metal stud.

Mechanical:

One Three Ton dedicate HVAC Unit

Plumbing:

No requirements.

Electrical:

One 120v Duplex Convenience Receptacle on two walls.  
Electrical WIPS for systems furniture to be provided by Tenant's Furniture provider

Lighting:

Ceiling Mounted Recessed High Performance LED direct/indirect with controls as mandated by CA Title 24. Lumens at desktop level to be consistent with standard Office Space use and as required by CA Title 24.

Millwork

Fire Protection:

-Semi recessed chrome fire protection

IT & AV:

Data Cabling and Audio Visual Requirements Provided by Tenant.

Non Standard Requirements

**ROOM TYPE: Galley**

Architectural:

Floor - Building Standard VCT. Building Standard Base.  
Walls - Level 4 Gypsum Board, Egg Shell Paint, Sherwin Williams or equal.  
Ceilings - Building Standard Suspended Acoustic Panel Ceiling  
Doors/Hardware Building Standard Door, Frame & Hardware  
-  
Interior  
Sidelights -  
Exterior Window  
Treatments - Building Standard Window Treatment  
Acoustical - Building Standard Ceiling High Partition 5/8" drywall, metal stud.

Mechanical:

HVAC system designed to meet ASHRAE Standards for Office Space minimum/maximums dry bulb wet bulb conditions within the Bishop CA geographic region.

Plumbing:

Cold Water Supply, Waste, Vent, Under Counter insta-hot water heater, stainless steel sink

Electrical:

One 120v Duplex Convenience Receptacle on two walls. Two 120v Fourplex outlets at counter top  
Electrical WIPS for systems furniture to be provided by Tenant's Furniture provider  
120v outlets for refrigerator and microwave.

Lighting:

Ceiling Mounted Recessed High Performance LED direct/indirect with controls as mandated by CA Title 24. Lumens at desktop level to be consistent with standard Office Space use and as required by CA Title 24.

Millwork

Building Standard Plastic Laminate, Wilson Art Standard Colors Uppers and Lower as may be depicted on Ware Malcomb construction documents

Fire Protection:

-Semi recessed chrome fire protection

IT & AV:

Data Cabling and Audio Visual Requirements Provided by Tenant.

Non Standard Requirements

**ROOM TYPE:                    Elevator Cab**

Architectural:

Floor -	Building Standard VCT or Carpet.
Walls -	Plastic Laminate Wall Panels.
Ceilings -	Plastic Laminate Ceiling
Doors/Hardware	
-	
Interior	
Sidelights -	
Exterior Window	
Treatments -	
Acoustical -	

Mechanical:

Plumbing:

Electrical:

Lighting:

Standard Elevator Cab LED Lighting per Elevator Manufacturer.

Millwork

Fire Protection:

IT & AV:

Non Standard Requirements

**ROOM TYPE:                    Elevator Machine Room**

Architectural:

Floor -                    Concrete  
Walls -                    Level 4 Gypsum Board, Flat Paint, Sherwin Williams or equal.  
Ceilings -                No Ceiling  
Doors/Hardware        Building Standard Door, Frame & Hardware  
-  
Interior  
Sidelights -  
Exterior Window  
Treatments -  
Acoustical -

Mechanical:

HVAC system designed to meet ASHRAE Standards for Office Space minimum/maximums dry bulb wet bulb conditions within the Bishop CA geographic region.

Plumbing:

No requirements.

Electrical:

One 120v Duplex Convenience Receptacle

Lighting:

Ceiling Mounted Recessed High Performance LED direct/indirect with controls as mandated by CA Title 24. Lumens at desktop level to be consistent with standard Office Space use and as required by CA Title 24.

Millwork

Fire Protection:

-Semi recessed chrome fire protection

IT & AV:

Data Cabling and Audio Visual Requirements Provided by Tenant.

Non Standard Requirements



**ROOM TYPE: Electrical Room Level 1**

Architectural:

Floor - Sealed Concrete  
Walls - Level 4 Gypsum Board, Flat Paint, Sherwin Williams or equal. 4" base  
Ceilings - No Ceiling  
Doors/Hardware Building Standard Door, Frame & Hardware or as required by code.  
-  
Interior  
Sidelights -  
Exterior Window  
Treatments - Building Standard Window Treatment  
Acoustical - Building Standard Ceiling High Partition 5/8" drywall, metal stud.

Mechanical:

Ventilation system designed to meet ASHRAE Standards for Electrical Utility Space minimum/maximums dry bulb wet bulb conditions within the Bishop CA geographic region.

Plumbing:

No requirements.

Electrical:

One 120v Duplex Convenience Receptacle on two walls.  
Electrical WIPS for systems furniture to be provided by Tenant's Furniture provider

Lighting:

Ceiling Mounted Recessed High Performance LED direct/indirect with controls as mandated by CA Title 24. Lumens at desktop level to be consistent with standard Office Space use and as required by CA Title 24.

Millwork

Fire Protection:

-Semi recessed chrome fire protection

IT & AV:

Data Cabling and Audio Visual Requirements Provided by Tenant.

Non Standard Requirements

**ROOM TYPE:**

**Electrical Room – Level Two**

Architectural:

Floor - Concrete  
Walls - Level 4 Gypsum Board, Flat Paint, Sherwin Williams or equal.  
Ceilings - No Ceiling  
Doors/Hardware Building Standard Door, Frame & Hardware  
-  
Interior  
Sidelights -  
Exterior Window  
Treatments - Building Standard Window Treatment  
Acoustical - Building Standard Ceiling High Partition 5/8” drywall, metal stud.

Mechanical:

Ventilation system designed to meet ASHRAE Standards for Electrical utility Space minimum/maximums dry bulb wet bulb conditions within the Bishop CA geographic region.

Plumbing:

No requirements.

Electrical:

One 120v Duplex Convenience Receptacle on two walls.  
Electrical WIPS for systems furniture to be provided by Tenant’s Furniture provider

Lighting:

Ceiling Mounted Recessed High Performance LED direct/indirect with controls as mandated by CA Title 24. Lumens at desktop level to be consistent with standard Office Space use and as required by CA Title 24.

Millwork

Fire Protection:

-Semi recessed chrome fire protection

IT & AV:

Data Cabling and Audio Visual Requirements Provided by Tenant.

Non Standard Requirements

**ROOM TYPE:**

**EBT CLETS**

Architectural:

Floor - Building Standard Carpet. Building Standard Base.  
Walls - Level 4 Gypsum Board, Egg Shell Paint, Sherwin Williams or equal.  
Ceilings - Building Standard Suspended Acoustic Panel Ceiling  
Doors/Hardware Building Standard Door, Frame & Hardware  
-  
Interior  
Sidelights -  
Exterior Window  
Treatments - Building Standard Window Treatment  
Acoustical - Building Standard Ceiling High Partition 5/8" drywall, metal stud.

Mechanical:

HVAC system designed to meet ASHRAE Standards for Office Space minimum/maximums dry bulb wet bulb conditions within the Bishop CA geographic region.

Plumbing:

No requirements.

Electrical:

One 120v Duplex Convenience Receptacle on two walls.  
Electrical WIPS for systems furniture to be provided by Tenant's Furniture provider

Lighting:

Ceiling Mounted Recessed High Performance LED direct/indirect with controls as mandated by CA Title 24. Lumens at desktop level to be consistent with standard Office Space use and as required by CA Title 24.

Millwork

Fire Protection:

-Semi recessed chrome fire protection

IT & AV:

Data Cabling and Audio Visual Requirements Provided by Tenant.

Non Standard Requirements

**ROOM TYPE: Data Room**

Architectural:

Floor - Building Standard VCT. Building Standard Base.  
Walls - Level 4 Gypsum Board, Flat Paint, Sherwin Williams or equal.  
Ceilings - Building Standard Suspended Acoustic Panel Ceiling  
Doors/Hardware Building Standard Door, Frame & Hardware  
-  
Interior  
Sidelights -  
Exterior Window  
Treatments - Building Standard Window Treatment  
Acoustical - Building Standard Ceiling High Partition 5/8" drywall, metal stud.

Mechanical:

One three ton dedicated HVAC unit.

Plumbing:

No requirements.

Electrical:

One 120v Duplex Convenience Receptacle on two walls.  
Electrical WIPS for systems furniture to be provided by Tenant's Furniture provider

Lighting:

Ceiling Mounted Recessed High Performance LED direct/indirect with controls as mandated by CA Title 24. Lumens at desktop level to be consistent with standard Office Space use and as required by CA Title 24.

Millwork

Building Standard Plastic Laminate, Wilson Art Standard Colors Uppers and Lower as may be depicted on Ware Malcomb construction documents

Fire Protection:

-Semi recessed chrome fire protection

IT & AV:

Data Cabling and Audio Visual Requirements Provided by Tenant.

Non Standard Requirements

**ROOM TYPE: Custodial**

Architectural:

Floor - Sealed Concrete.  
Walls - Level 4 Gypsum Board, Flat Paint, Sherwin Williams or equal, 4” rubber base.  
Ceilings - Building Standard Suspended Acoustic Panel Ceiling  
Doors/Hardware - Building Standard Door, Frame & Hardware  
Interior Sidelights -  
Exterior Window Treatments - Building Standard Window Treatment  
Acoustical - Building Standard Ceiling High Partition 5/8” drywall, metal stud.

Mechanical:

HVAC system designed to meet ASHRAE Standards for Office Space minimum/maximums dry bulb wet bulb conditions within the Bishop CA geographic region.

Plumbing:

Slop sink, water supply, drane, vent

Electrical:

One 120v Duplex Convenience Receptacle on two walls.  
Electrical WIPS for systems furniture to be provided by Tenant’s Furniture provider

Lighting:

Ceiling Mounted Recessed High Performance LED direct/indirect with controls as mandated by CA Title 24. Lumens at desktop level to be consistent with standard Office Space use and as required by CA Title 24.

Millwork

Fire Protection:

-Semi recessed chrome fire protection

IT & AV:

Data Cabling and Audio Visual Requirements Provided by Tenant.

Non Standard Requirements

**ROOM TYPE: Copy Workrooms**

Architectural:

Floor - Building Standard VCT or Carpet. Building Standard Base.  
Walls - Level 4 Gypsum Board, Egg Shell Paint, Sherwin Williams or equal.  
Ceilings - Building Standard Suspended Acoustic Panel Ceiling  
Doors/Hardware Building Standard Door, Frame & Hardware  
-  
Interior  
Sidelights -  
Exterior Window  
Treatments - Building Standard Window Treatment  
Acoustical - Building Standard Ceiling High Partition 5/8" drywall, metal stud.

Mechanical:

HVAC system designed to meet ASHRAE Standards for Office Space minimum/maximums dry bulb wet bulb conditions within the Bishop CA geographic region.

Plumbing:

No requirements.

Electrical:

One 120v Duplex Convenience Receptacle on two walls.  
One 120v Duplex outlet above counter  
Electrical WIPS for systems furniture to be provided by Tenant's Furniture provider

Lighting:

Ceiling Mounted Recessed High Performance LED direct/indirect with controls as mandated by CA Title 24. Lumens at desktop level to be consistent with standard Office Space use and as required by CA Title 24.

Millwork

As shown on approved plans

Fire Protection:

-Semi recessed chrome fire protection

IT & AV:

Data Cabling and Audio Visual Requirements Provided by Tenant.

Non Standard Requirements

**ROOM TYPE: Conference Room**

Architectural:

Floor - Building Standard Carpet. Building Standard Base.  
Walls - Level 4 Gypsum Board, Egg Shell Paint, Sherwin Williams or equal.  
Ceilings - Building Standard Suspended Acoustic Panel Ceiling  
Doors/Hardware Building Standard Door, Frame & Hardware  
-  
Interior  
Sidelights -  
Exterior Window  
Treatments - Building Standard Window Treatment  
Acoustical - Building Standard Ceiling High Partition 5/8” drywall, metal stud.

Mechanical:

HVAC system designed to meet ASHRAE Standards for Office Space minimum/maximums dry bulb wet bulb conditions within the Bishop CA geographic region. Separate Zone sized to serve planned occupancy.

Plumbing:

No requirements.

Electrical:

One 120v Duplex Convenience Receptacle on each wall.  
Electrical WIPS for systems furniture to be provided by Tenant’s Furniture provider  
One 120v Jbox in ceiling to power projector

Lighting:

Ceiling Mounted Recessed High Performance LED direct/indirect with controls as mandated by CA Title 24. Lumens at desktop level to be consistent with standard Office Space use and as required by CA Title 24

Millwork

Building Standard Plastic Laminate, Wilson Art Standard Colors Uppers and Lower as may be depicted on Ware Malcomb construction documents

Fire Protection:

-Semi recessed chrome fire protection

IT & AV:

Data Cabling and Audio Visual Requirements Provided by Tenant.

Non Standard Requirements

**ROOM TYPE: Community Room**

Architectural:

Floor - Building Standard Carpet Building Standard Base.  
Walls - Level 4 Gypsum Board, Flat Paint, Sherwin Williams or equal.  
Ceilings - Building Standard Suspended Acoustic Panel Ceiling  
Doors/Hardware Building Standard Door, Frame & Hardware  
-  
Interior  
Sidelights -  
Exterior Window  
Treatments - Building Standard Window Treatment  
Acoustical - Building Standard Ceiling High Partition 5/8” drywall, metal stud.

Mechanical:

HVAC system designed to meet ASHRAE Standards for Office Space minimum/maximums dry bulb wet bulb conditions within the Bishop CA geographic region.

Plumbing:

No requirements.

Electrical:

One 120v Fourplex Convenience Receptacle on each wall. One 120v duplex on wall at front of room.

Lighting:

Ceiling Mounted Recessed High Performance LED direct/indirect with controls as mandated by CA Title Lumens at desktop level to be consistent with standard Office Space use and as required by CA Title  
Light switching to allow for AV presentations

Millwork

Fire Protection:

-Semi recessed chrome fire protection

IT & AV:

Data Cabling and Audio Visual Requirements Provided by Tenant.

Non Standard Requirements



**ROOM TYPE: Break Room**

Architectural:

Floor - Building Standard VCT. Building Standard Base.  
Walls - Level 4 Gypsum Board, Egg Shell Paint, Sherwin Williams or equal.  
Ceilings - Building Standard Suspended Acoustic Panel Ceiling  
Doors/Hardware Building Standard Door, Frame & Hardware  
-  
Interior  
Sidelights -  
Exterior Window  
Treatments - Building Standard Window Treatment  
Acoustical - Building Standard Ceiling High Partition 5/8" drywall, metal stud.

Mechanical:

HVAC system designed to meet ASHRAE Standards for Office Space minimum/maximums dry bulb wet bulb conditions within the Bishop CA geographic region.

Plumbing:

Waste, Vent Cold Water Supply. Under Counter Insta-hot water heater. Stainless Steel sink & faucet.

Electrical:

One 120v Duplex Convenience Receptacle on two walls.  
Two 120v Forplex at Counter Top  
Electrical WIPS for systems furniture to be provided by Tenant's Furniture provider

Lighting:

Ceiling Mounted Recessed High Performance LED direct/indirect with controls as mandated by CA Title 24. Lumens at desktop level to be consistent with standard Office Space use and as required by CA Title 24.

Millwork

Building Standard Plastic Laminate, Wilson Art Standard Colors Uppers and Lower as may be depicted on Ware Malcomb construction documents

Fire Protection:

-Semi recessed chrome fire protection

IT & AV:

Data Cabling and Audio Visual Requirements Provided by Tenant.

Non Standard Requirements

**ROOM TYPE: Arrestee Room**

Architectural:

Floor - Building Standard VCT. Building Standard Base.  
Walls - Level 4 Gypsum Board, Egg Shell Paint, Sherwin Williams or equal.  
Ceilings - Building Standard Suspended Acoustic Panel Ceiling  
Doors/Hardware Building Standard Door, Frame & Hardware  
-  
Interior  
Sidelights -  
Exterior Window  
Treatments - Building Standard Window Treatment  
Acoustical - Building Standard Ceiling High Partition 5/8" drywall, metal stud.

Mechanical:

HVAC system designed to meet ASHRAE Standards for Office Space minimum/maximums dry bulb wet bulb conditions within the Bishop CA geographic region.

Plumbing:

No requirements.

Electrical:

One 120v Duplex Convenience Receptacle on two walls.  
Electrical WIPS for systems furniture to be provided by Tenant's Furniture provider

Lighting:

Ceiling Mounted Recessed High Performance LED direct/indirect with controls as mandated by CA Title 24. Lumens at desktop level to be consistent with standard Office Space use and as required by CA Title 24.

Millwork

Fire Protection:

-Semi recessed chrome fire protection

IT & AV:

Data Cabling and Audio Visual Requirements Provided by Tenant.

Non Standard Requirements

**ROOM TYPE:**

**Miscellaneous Room Details**

- 1. Private offices and Interview rooms shall be reasonably designed to include drywall partitions that extend above the ceiling such that confidential conversations can be held within the room without the content of the conversation being discernable in adjacent rooms or common areas. The intent of this request is that an adjacent occupant or passerby may be able to hear that a conversation is taking place at a reasonable professional voice level but will not be able to easily understand the content of the conversation. It is expressly not the intent to provide a sound proof environment.**
- 2. The Quiet Room shall have standard lighting that may be switched to a lower level.**
- 3. There will be a sink with hot and cold water in the Exam Room.**
- 4. Utility/Convenience outlets will be located to accommodate routine housekeeping.**
- 5. Landlord shall provide Tenant with alternate pricing for solid surface counter tops in lieu of the standard plastic laminate.**
- 6. Landlord shall provide Tenant with alternate pricing for automatic flush valves in lieu of the standard manual flush valves.**

## EXHIBIT D

### LEASE COMMENCEMENT AGREEMENT

THIS DECLARATION is attached to and made a part of that certain Lease dated the \_\_\_\_ day of \_\_\_\_\_, 201\_\_ (the "Lease") entered into by and between WOLVERINE \\_INYO LLC, a Texas limited liability company ("Landlord"), and the COUNTY OF INYO, CALIFORNIA ("Tenant").

Landlord and Tenant are parties to the Lease. All capitalized terms used herein shall have the same meaning as was ascribed to such terms in the Lease, unless otherwise indicated.

Landlord and Tenant do hereby declare that (a) the Lease Commencement Date is hereby established to be \_\_\_\_\_ and (b) the term of the Lease shall expire on \_\_\_\_\_ (i.e., 240 full calendar months after the Lease Commencement Date) (the "Lease Expiration Date").

Landlord and Tenant further agree that the gross building area square footage of the Building is approximately 42,000 SF per 2017 BOMA standards.

Landlord and Tenant further agree that Landlord has performed all of its obligations to improve the Leased Premises for occupancy by Tenant under the Work Letter, including without limitation the Substantial Completion of all of Landlord's Work, excepting those Punch List Items (as defined in Exhibit C-1 of the Lease) identified by Tenant as of the date hereof and, if applicable, Tenant's right to add Punch List items for up to 30 days following Substantial Completion pursuant to Paragraph II.B.(6)(c) of Exhibit C-1 of the Lease, and subject to the Landlord's obligation to repair or replace all construction defects pursuant to Paragraph VI.H.1 of the Lease, roof and structural systems pursuant to Paragraph VI.H of the Lease, and latent defects, roof and structural systems pursuant to Paragraph II.B.(6)(d) of Exhibit C-1 of the Lease.

The Lease is in full force and effect as of the date hereof.

IN WITNESS WHEREOF Landlord and Tenant have executed this Declaration as of the  
18<sup>th</sup> day of January, 2019.

WITNESS:

**LANDLORD:**

**WOLVERINE \ INYO LLC,**  
a Texas limited liability company

By: Wayne C. Lamb  
Name: Wayne C. Lamb  
Title: Member

WITNESS:

**TENANT:**

**COUNTY OF INYO, CALIFORNIA**

By: Rick Pucci  
Name: Rick Pucci  
Title: Board Chairperson

## **EXHIBIT E**

### **BUSINESS DAYS**

All calendar days shall be Business Days, except Saturdays, Sundays, and any holiday as observed by the United States Government and/or the County of Inyo (acting in its Governmental Capacity) regardless of any different day observed by any other governmental entity). For the purposes of this Lease, holidays not counted as Business Days include but are not limited to the following:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

## EXHIBIT F

### OPERATING EXPENSES

The following provisions apply from and after the Management Change Date:

A. Statement of Operating Expenses. No later than ninety (90) days after the last day of each calendar year during the Lease Term, Landlord shall furnish to Tenant a statement of the actual Operating Expenses for the Leased Premises for the applicable calendar year or portion thereof. The statement shall be prepared, signed, and certified to be correct by a duly authorized representative of Landlord. If the actual Operating Expenses are in excess of the estimated Operating Expenses paid by Tenant as a component of Additional Rent during the applicable calendar year, Tenant shall within thirty (30) days after the receipt of such statement pay to Landlord the difference between the estimated Operating Expenses paid by Tenant and the actual Operating Expenses. If the actual Operating Expenses are less than the estimated Operating Expenses paid by Tenant during the applicable calendar year, Landlord shall either reimburse such excess to Tenant or credit any such excess to Tenant's obligation to pay estimated Operating Expenses during the following calendar year. Any failure by Landlord in delivering any statement of the actual Operating Expenses for a calendar year will not constitute a waiver of its rights to collect the actual Operating Expenses.

B. Records. Landlord shall keep at its offices full, accurate and separate books of account covering Landlord's actual Operating Expenses, and the statement to Tenant shall accurately reflect the total actual Operating Expenses. The books of account shall be made available by Landlord at its offices for a period of at least 48 months after the expiration of each calendar year. Tenant shall have the right upon reasonable prior written notice to Landlord and for a period of 48 months after the end of the calendar year to inspect the books of account. Within 24 months after the end of each Lease Year, Tenant shall also have the right upon reasonable prior written notice to Landlord and at its sole cost and expense (except as provided further 'herein) to complete or cause to be completed an audit of Landlord's actual Operating Expenses for any such calendar year by third-party accountants or consultants experienced in the operations of similar office buildings, selected by Tenant; provided, however, that Landlord shall only be responsible for the reasonable cost of such audit if the actual Operating Expenses certified by Landlord during a calendar year are more than 5% greater than the audited actual Operating Expenses. Such audit cost shall include normal and customary charges for third-party accountants and consultants performing such audit and Landlord's liability for such charges shall not exceed \$5,000 per audit. In the event the actual Operating Expenses paid by Tenant during any Lease Year exceed the audited actual Operating Expenses for such calendar year, Landlord shall credit all excess amounts paid by Tenant for such calendar year to the account of Tenant to offset Tenant's obligation to pay estimated Operating Expenses during the following calendar year. In the event the actual Operating Expenses paid by Tenant during any calendar year are less than the audited actual Operating Expenses for such calendar year, Tenant shall pay Landlord the amount of such discrepancy within thirty (30) days after the date of completion of the audit or inspection. Landlord agrees to

maintain its books of account related to this Lease in all respects according to generally accepted accounting principles.

C. Operating Expenses Exclusions. Operating Expenses shall not include the following costs:

- (i) depreciation of the Leased Premises;
- (ii) any other expenses which, in accordance with generally accepted accounting principles, consistently applied, would not normally be treated as operating expenses by landlords of comparable buildings within the cities of comparable size to the City of Bishop, California, consistent with Building Owners and Managers Association standards;
- (iii) fees relating to any ground leases;
- (iv) the costs associated with the remediation or mitigation of Hazardous Substances, except to the extent that the presence of such Hazardous Substances is Generated by Tenant or Tenant's agents or employees (but excluding Landlord and Landlord's agents, employees, contractors, consultants or subcontractors), which shall be paid solely by Tenant;
- (v) replacement of Tenant's furniture, fixtures and equipment and other Tenant Work;
- (vi) except as otherwise expressly provided herein:
  - (1) cost of gross salary and wages, payroll taxes, insurance, worker's compensation, pension benefits and any other benefits of Landlord's supervisory and office personnel;
  - (2) general accounting and reporting services, as such services are considered to be within the reasonable scope of Landlord's responsibilities to Tenant, and except for such services with respect to the Leased Premises as are permitted above;
  - (3) cost of forms, stationery, ledgers and other supplies and equipment used in Landlord's office, except for such items as are specifically required for, or proprietary to, the Leased Premises;
  - (4) cost or pro-rata cost of telephone and general office expenses incurred on the Leased Premises by Landlord for the operation and management of properties other than the Leased Premises;
  - (5) cost or pro-rata cost of data processing equipment, whether located at the Leased Premises or at Landlord's office;



(6) cost or pro-rata cost of data processing provided by computer service companies;

(7) cost of all bonuses, incentive compensation, profit sharing or any pay advances to employees employed by Landlord in connection with the operation and management of the Leased Premises;

(8) cost of automobile purchases and/or rentals, unless and to the extent the automobile is being provided by or for the exclusive benefit of Tenant;

(9) costs attributable to claims, losses and liabilities arising from (y) any breach of this Lease Agreement by Landlord or (z) the negligence, recklessness, willful misconduct, fraud or criminal acts of Landlord's employees, agents, contractors, subcontractors;

(10) costs for meals, travel and hotel accommodations for Landlord's office personnel who travel to and from the Leased Premises;

(11) cost of obtaining and maintaining such licenses and qualifications to do business in the State of California; and

(12) terrorism and mold insurance coverage, unless specifically requested by Tenant.

(vii) costs, including permit, license and inspection costs, incurred in connection with the installation of tenant improvements for any tenant in the Leased Premises or incurred in renovating or decorating vacant space for tenants of or other occupants of the Leased Premises.

(viii) costs of correcting defects in the initial design or construction of the Leased Premises;

(ix) brokerage commissions, space planning costs, finders' fees and attorney's fees incurred by Landlord in connection with leasing or attempting to lease space within the Leased Premises.

**EXHIBIT G**

**RENT MODIFICATION**

One component of Landlord's cost which is beyond Landlord's control is the fluctuation in financing costs. The amount of monthly rent quoted in Section IV D. of the lease is predicated on a rent constant of 7.886. The final rent may change in accordance with the table below. Notwithstanding, Landlord will limit Tenant's exposure to financing cost fluctuations by allowing the final rent amount to be capped between a rent constant minimum of 7.787 and a maximum of 8.053 per the table below.

<b>PV</b>	<b>\$5,950,000</b>	<b>Months</b>	<b>240</b>	
<b>Rate</b>	<b>Monthly Rent</b>	<b>Annual Rent</b>	<b>Rent Constant</b>	
4.80%	\$38,612.97	\$463,355.63	7.787%	Minimum
4.81%	\$38,645.55	\$463,746.57	7.794%	
4.82%	\$38,678.14	\$464,137.68	7.801%	
4.83%	\$38,710.75	\$464,528.97	7.807%	
4.84%	\$38,743.37	\$464,920.44	7.814%	
4.85%	\$38,776.01	\$465,312.10	7.820%	
4.86%	\$38,808.66	\$465,703.93	7.827%	
4.87%	\$38,841.33	\$466,095.94	7.834%	
4.88%	\$38,874.01	\$466,488.13	7.840%	
4.89%	\$38,906.71	\$466,880.50	7.847%	
4.90%	\$38,939.42	\$467,273.05	7.853%	
4.91%	\$38,972.15	\$467,665.78	7.860%	
4.92%	\$39,004.89	\$468,058.69	7.867%	
4.93%	\$39,037.65	\$468,451.78	7.873%	
4.94%	\$39,070.42	\$468,845.04	7.880%	
4.95%	\$39,103.21	\$469,238.49	7.886%	Per lease
4.96%	\$39,136.01	\$469,632.11	7.893%	
4.97%	\$39,168.83	\$470,025.92	7.900%	
4.98%	\$39,201.66	\$470,419.90	7.906%	
4.99%	\$39,234.50	\$470,814.06	7.913%	
5.00%	\$39,267.37	\$471,208.40	7.919%	
5.01%	\$39,300.24	\$471,602.92	7.926%	
5.02%	\$39,333.13	\$471,997.61	7.933%	
5.03%	\$39,366.04	\$472,392.49	7.939%	
5.04%	\$39,398.96	\$472,787.54	7.946%	
5.05%	\$39,431.90	\$473,182.77	7.953%	
5.06%	\$39,464.85	\$473,578.18	7.959%	
5.07%	\$39,497.81	\$473,973.77	7.966%	
5.08%	\$39,530.79	\$474,369.54	7.973%	

5.09%	\$39,563.79	\$474,765.48	7.979%	
5.10%	\$39,596.80	\$475,161.60	7.986%	
5.11%	\$39,629.83	\$475,557.90	7.993%	
5.12%	\$39,662.87	\$475,954.38	7.999%	
5.13%	\$39,695.92	\$476,351.04	8.006%	
5.14%	\$39,728.99	\$476,747.87	8.013%	
5.15%	\$39,762.07	\$477,144.88	8.019%	
5.16%	\$39,795.17	\$477,542.07	8.026%	
5.17%	\$39,828.29	\$477,939.43	8.033%	
5.18%	\$39,861.41	\$478,336.98	8.039%	
5.19%	\$39,894.56	\$478,734.70	8.046%	
5.20%	\$39,927.72	\$479,132.59	8.053%	Maximum

**JOINT EXERCISE OF POWERS AGREEMENT  
RELATING TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY**

THIS AGREEMENT, dated as of January 1, 2004, among the parties executing this Agreement (all such parties, except those which have withdrawn as provided herein, are referred to as the “Members” and those parties initially executing this Agreement are referred to as the “Initial Members”):

**WITNESSETH**

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (in effect as of the date hereof and as the same may from time to time be amended or supplemented, the “Joint Exercise of Powers Act”), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the Members is a “public agency” as that term is defined in Section 6500 of the Joint Exercise of Powers Act; and

WHEREAS, each of the Members is empowered by law to promote economic, cultural and community development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, the increase of the tax base, and the promotion of opportunities for education, cultural improvement and public health, safety and general welfare; and

WHEREAS, each of the Members may accomplish the purposes and objectives described in the preceding preamble by various means, including through making grants, loans or providing other financial assistance to governmental and nonprofit organizations; and

WHEREAS, each Member is also empowered by law to acquire and dispose of real property for a public purpose; and

WHEREAS, the Joint Exercise of Powers Act authorizes the Members to create a joint exercise of powers entity with the authority to exercise any powers common to the Members, as specified in this Agreement and to exercise the additional powers granted to it in the Joint Exercise of Powers Act and any other applicable provisions of the laws of the State of California; and

WHEREAS, a public entity established pursuant to the Joint Exercise of Powers Act is empowered to issue or execute bonds, notes, commercial paper or any other evidences of indebtedness, including leases or installment sale agreements or certificates of participation therein (herein “Bonds”), and to otherwise undertake financing programs under the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California to accomplish its public purposes; and

WHEREAS, the Members have determined to specifically authorize a public entity authorized pursuant to the Joint Exercise of Powers Act to issue Bonds pursuant to the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California; and

WHEREAS, it is the desire of the Members to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake the financing and/or refinancing of projects of any nature, including, but not limited to, capital or working capital projects, insurance, liability or retirement programs or facilitating Members use of existing or new financial instruments and mechanisms; and

WHEREAS, it is further the intention of the Members that the projects undertaken will result in significant public benefits to the inhabitants of the jurisdictions of the Members; and

WHEREAS, by this Agreement, each Member desires to create and establish the “California Municipal Finance Authority” for the purposes set forth herein and to exercise the powers provided herein;

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

**Section 1. Purpose.**

This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act. The purpose of this Agreement is to establish a public entity for the joint exercise of powers common to the Members and for the exercise of additional powers given to a joint powers entity under the Joint Powers Act or any other applicable law, including, but not limited to, the issuance of Bonds for any purpose or activity permitted under the Joint Exercise of Powers Act or any other applicable law. Such purpose will be accomplished and said power exercised in the manner hereinafter set forth.

**Section 2. Term.**

This Agreement shall become effective in accordance with Section 17 as of the date hereof and shall continue in full force and effect until such time as it is terminated in writing by all the Members; provided, however, that this Agreement shall not terminate or be terminated until all Bonds issued or caused to be issued by the Authority (defined below) shall no longer be outstanding under the terms of the indenture, trust agreement or other instrument pursuant to which such Bonds are issued, or unless a successor to the Authority assumes all of the Authority’s debts, liabilities and obligations.

**Section 3. Authority.**

A. CREATION AND POWERS OF AUTHORITY.

Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the “California Municipal Finance Authority” (the “Authority”), and said

Authority shall be a public entity separate and apart from the Members. Its debts, liabilities and obligations do not constitute debts, liabilities or obligations of any Members.

**B. BOARD.**

The Authority shall be administered by the Board of Directors (the “Board,” or the “Directors” and each a “Director”) of the California Foundation for Stronger Communities, a nonprofit public benefit corporation organized under the laws of the State of California (the “Foundation”), with each such Director serving in his or her individual capacity as a Director of the Board. The Board shall be the administering agency of this Agreement and, as such, shall be vested with the powers set forth herein, and shall administer this Agreement in accordance with the purposes and functions provided herein. The number of Directors, the appointment of Directors, alternates and successors, their respective terms of office, and all other provisions relating to the qualification and office of the Directors shall be as provided in the Articles and Bylaws of the Foundation, or by resolution of the Board adopted in accordance with the Bylaws of the Foundation.

All references in this Agreement to any Director shall be deemed to refer to and include the applicable alternate Director, if any, when so acting in place of a regularly appointed Director.

Directors may receive reasonable compensation for serving as such, and shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a Director, if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

The Foundation may be removed as administering agent hereunder and replaced at any time by amendment of this Agreement approved as provided in Section 16; provided that a successor administering agent of this Agreement has been appointed and accepted its duties and responsibilities under this Agreement.

**C. OFFICERS; DUTIES; OFFICIAL BONDS.**

The officers of the Authority shall be the Chair, Vice-Chair, Secretary and Treasurer (defined below). The Board, in its capacity as administering agent of this Agreement, shall elect a Chair, a Vice-Chair, and a Secretary of the Authority from among Directors to serve until such officer is re-elected or a successor to such office is elected by the Board. The Board shall appoint one or more of its officers or employees to serve as treasurer, auditor, and controller of the Authority (the “Treasurer”) pursuant to Section 6505.6 of the Joint Exercise of Powers Act to serve until such officer is re-elected or a successor to such office is elected by the Board.

Subject to the applicable provisions of any resolution, indenture, trust agreement or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, trust agreement, instrument and proceeding being herein referred to as an “Indenture”) providing for a trustee or other fiscal agent, and except as may otherwise be specified by resolution of the Board, the Treasurer is designated as the depository of the

Authority to have custody of all money of the Authority, from whatever source derived and shall have the powers, duties and responsibilities specified in Sections 6505, 6505.5 and 6509.5 of the Joint Exercise of Powers Act.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Board but in no event less than \$1,000.

The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

The Board shall have the power, by resolution, to the extent permitted by the Joint Exercise of Power Act or any other applicable law, to delegate any of its functions to one or more of the Directors or officers, employees or agents of the Authority and to cause any of said Directors, officers, employees or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Board or the Authority.

D. MEETINGS OF THE BOARD.

(1) Ralph M. Brown Act.

All meetings of the Board, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California), or any successor legislation hereinafter enacted (the "Brown Act").

(2) Regular Meetings.

The Board shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Board. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(3) Special Meetings.

Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(4) Minutes.

The Secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

(5) Quorum.

A majority of the Board shall constitute a quorum for the transaction of business. No action may be taken by the Board except upon the affirmative vote of a majority of the Directors constituting a quorum, except that less than a quorum may adjourn a meeting to another time and place.

E. RULES AND REGULATIONS.

The Authority may adopt, from time to time, by resolution of the Board such rules and regulations for the conduct of its meetings and affairs as may be required.

**Section 4. Powers.**

The Authority shall have the power, in its own name, to exercise the common powers of the Members and to exercise all additional powers given to a joint powers entity under any of the laws of the State of California, including, but not limited to, the Joint Exercise of Powers Act, for any purpose authorized under this Agreement. Such powers shall include the common powers specified in this Agreement and may be exercised in the manner and according to the method provided in this Agreement. The Authority is hereby authorized to do all acts necessary for the exercise of such power, including, but not limited to, any of all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services, and other forms of assistance from person, firms, corporations and any governmental entity; to sue and be sued in its own name; to make grants, loans or provide other financial assistance to governmental and nonprofit organizations (e.g., the Members or the Foundation) to accomplish any of its purposes; and generally to do any and all things necessary or convenient to accomplish its purposes.

Without limiting the generality of the foregoing, the Authority may issue or cause to be issued Bonds, and pledge any property or revenues as security to the extent permitted under the Joint Exercise of Powers Act, or any other applicable provision of law; provided, however, the Authority shall not issue Bonds with respect to any project located in the jurisdiction of one or more Members unless the governing body of any such Member, or its duly authorized representative, shall approve, conditionally or unconditionally, the project, including the issuance of Bonds therefor. Such approval may be evidenced by resolution, certificate, order, report or such other means of written approval of such project as may be selected by the Member (or its authorized representative) whose approval is required. No such approval shall be required in



connection with Bonds that refund Bonds previously issued by the Authority and approved by the governing board of a Member.

The manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California general law city could exercise such powers and perform such duties. The manner in which the Authority shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

**Section 5. Fiscal Year.**

For the purposes of this Agreement, the term “Fiscal Year” shall mean the fiscal year as established from time to time by resolution of the Board, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year which shall be the period from the date of this Agreement to June 30, 2004.

**Section 6. Disposition of Assets.**

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2, after payment of all expenses and liabilities of the Authority, all property of the Authority both real and personal shall automatically vest in the Members in the manner and amount determined by the Board in its sole discretion and shall thereafter remain the sole property of the Members; provided, however, that any surplus money on hand shall be returned in proportion to the contributions made by the Members.

**Section 7. Bonds.**

From time to time the Authority shall issue Bonds, in one or more series, for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing shall be used by the Authority. The expenses of the Board shall be paid from the proceeds of the Bonds or any other unencumbered funds of the Authority available for such purpose.

**Section 8. Bonds Only Limited and Special Obligations of Authority.**

The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Member or pledge of the faith and credit of the Members or the Authority. The Bonds shall be only special obligations of the Authority, and the Authority shall under no circumstances be obligated to pay the Bonds except from revenues and other funds pledged therefor. Neither the Members nor the Authority shall be obligated to pay the principal of, premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members nor the faith and credit of the Authority shall be pledged to the payment of the principal

of, premium, if any, or interest on the Bonds nor shall the Members or the Authority in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or related document shall be deemed to be a covenant or agreement of any Director, or any officer, employee or agent of the Authority in his or her individual capacity and neither the Board of the Authority nor any Director or officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

### **Section 9. Accounts and Reports.**

All funds of the Authority shall be strictly accounted for. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by each Member.

The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member and also with the county auditor of each county in which a Member is located; provided, however, that to the extent permitted by law, the Authority may, instead of filing such report with each Member and such county auditor, elect to post such report as a public record electronically on a website designated by the Authority. Such report if made shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

The Treasurer is hereby directed to report in writing on the first day of July, October, January, and April of each year to the Board and the Members which report shall describe the amount of money held by the Treasurer for the Authority, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee or other fiduciary in connection with any Bonds to the extent that such trustee or other fiduciary provided regular reports covering such amounts.)

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

In any Fiscal Year the Board may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

**Section 10. Funds.**

Subject to the applicable provisions of any Indenture, which may provide for a trustee or other fiduciary to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to the accounting procedures developed under Sections 3.C and 9, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions of purposes of this Agreement.

**Section 11. Notices.**

Notices and other communications hereunder to the Members shall be sufficient if delivered to the clerk of the governing body of each Member; provided, however, that to the extent permitted by law, the Authority may, provide notices and other communications and postings electronically (including, without limitation, through email or by posting to a website).

**Section 12. Additional Members/Withdrawal of Members.**

Qualifying public agencies may be added as parties to this Agreement and become Members upon: (1) the filing by such public agency with the Authority of an executed counterpart of this Agreement, together with a copy of the resolution of the governing body of such public agency approving this Agreement and the execution and delivery hereof; and (2) adoption of a resolution of the Board approving the addition of such public agency as a Member. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

A Member may withdraw from this Agreement upon written notice to the Board; provided, however, that no such withdrawal shall result in the dissolution of the Authority so long as any Bonds remain outstanding. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Board which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing.

**Section 13. Indemnification.**

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Director or an officer, employee of other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Director or an officer, employee or other agent of the Authority, against expenses, including attorneys fees, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

**Section 14. Contributions and Advances.**

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Authority by the Members for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution or advance. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Authority and the Member making such advance at the time of such advance. It is mutually understood and agreed to that no Member has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though any Member may do so. The Members understand and agree that a portion of the funds of the Authority that otherwise may be allocated or distributed to the Members may instead be used to make grants, loans or provide other financial assistance to governmental units and nonprofit organizations (e.g., the Foundation) to accomplish any of the governmental unit's or nonprofit organization's purposes.

**Section 15. Immunities.**

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, and other benefits which apply to the activity of officers, agents or employees of Members when performing their respective functions within the territorial limits of their respective public agencies, shall apply to the same degree and extent to the Directors, officers, employees, agents or other representatives of the Authority while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

**Section 16. Amendments.**

Except as provided in Section 12 above, this Agreement shall not be amended, modified, or altered, unless the negative consent of each of the Members is obtained. To obtain the negative consent of each of the Members, the following negative consent procedure shall be followed: (a) the Authority shall provide each Member with a notice at least sixty (60) days prior to the date such proposed amendment is to become effective explaining the nature of such proposed amendment and this negative consent procedure; (b) the Authority shall provide each Member who did not respond a reminder notice with a notice at least thirty (30) days prior to the date such proposed amendment is to become effective; and (c) if no Member objects to the proposed amendment in writing within sixty (60) days after the initial notice, the proposed amendment shall become effective with respect to all Members.

**Section 17. Effectiveness.**

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each of the Members on the date that the Board shall have received from two of the Initial Members an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Initial Member approving this Agreement and the execution and delivery hereof.

**Section 18. Partial Invalidity.**

If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

**Section 19. Successors.**

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the other Members.

**Section 20. Miscellaneous.**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement shall be governed under the laws of the State of California.

This Agreement is the complete and exclusive statement of the agreement among the Members, which supercedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the County of Inyo has caused this Agreement to be executed and attested by its duly authorized representatives as of the \_\_\_\_ day of \_\_\_\_\_, 2019.

Member:

COUNTY OF INYO

By \_\_\_\_\_

Name:

Title:

ATTEST:

\_\_\_\_\_

Clerk



## MEMBERSHIP LIST

### CITIES & TOWNS

Adelanto	Coachella	Hanford	Montclair
Alameda	Coalinga	Hawthorne	Moreno Valley
Albany	Colton	Hayward	Morgan Hill
Aliso Viejo	Commerce	Huntington Beach	Mountain View
American Canyon	Corona	Huntington Park	Napa
Anaheim	Corcoran	Huron	National City
Anderson	Costa Mesa	Imperial Beach	Nevada City
Apple Valley	Culver City	Indian Wells	Newark
Arvin	Daly City	Indio	Newport Beach
Auburn	Danville	Industry	Oakdale
Avenal	Davis	Inglewood	Oakland
Azusa	Dinuba	Ione	Oakley
Bakersfield	Duarte	Irvine	Oceanside
Beaumont	Dublin	Jurupa Valley	Orange
Bell	El Cajon	Kerman	Orange Cove
Bellflower	El Centro	La Mesa	Oxnard
Bell Gardens	El Cerrito	La Mirada	Palm Desert
Berkeley	El Monte	La Puente	Palm Springs
Big Bear Lake	El Segundo	La Quinta	Palmdale
Blythe	Elk Grove	La Verne	Palo Alto
Brea	Encinitas	Lake Forest	Paradise
Brentwood	Escondido	Lakeport	Parlier
Buena Park	Eureka	Lancaster	Pasadena
Burbank	Fairfax	Lemoore	Paterson
Calexico	Fairfield	Lathrop	Petaluma
California City	Farmersville	Lincoln	Pismo Beach
Calipatria	Fillmore	Live Oak	Pittsburg
Calistoga	Firebaugh	Long Beach	Pleasant Hill
Camarillo	Folsom	Los Angeles	Pleasanton
Campbell	Fontana	Lynwood	Plymouth
Canyon Lake	Fort Bragg	Madera	Pomona
Capitola	Fortuna	Marina	Porterville
Carlsbad	Fowler	Manteca	Poway
Carson	Fremont	Marysville	Rancho Cordova
Cathedral City	Fresno	McFarland	Rancho Cucamonga
Chico	Gardena	Menlo Park	Rancho Mirage
Chino	Garden Grove	Mendota	Rancho Santa Margarita
Chino Hills	Gilroy	Menifee	Red Bluff
Chula Vista	Glendora	Merced	Redding
Citrus Heights	Glendale	Mill Valley	Redlands
Claremont	Goleta	Milpitas	Redwood City
Cloverdale	Grass Valley	Mission Viejo	Reedley
Clovis	Greenfield	Modesto	Rialto



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2111 Palomar Airport Road, Suite 320 • Carlsbad, CA 92011 • (760) 930-1221 • Fax (760) 683-3390

## MEMBERSHIP LIST

Richmond	Santa Ana	Stockton	Westlake Village
Riverbank	Santa Barbara	Sunnyvale	Whittier
Riverside	Santa Clarita	Taft	Wildomar
Rocklin	Santa Cruz	Thousand Oaks	Willows
Rohnert Park	Santa Fe Springs	Torrance	Windsor
Roseville	Santa Maria	Tustin	Winters
Salinas	Santa Monica	Twentynine Palms	Woodland
Sacramento	Santa Paula	Ukiah	Yountville
San Bernardino	Santa Rosa	Union City	Yuba City
San Buenaventura	Santee	Upland	Yucca Valley
San Clemente	Saratoga	Vacaville	
San Diego	Sausalito	Vallejo	
San Francisco	Seaside	Vernon	
San Jacinto	Selma	Victorville	
San Joaquin	Shafter	Vista	
San Jose	Simi Valley	Walnut	
San Leandro	Solana Beach	Walnut Creek	
San Luis Obispo	South Gate	Wasco	
San Marcos	South Lake Tahoe	Watsonville	
San Rafael	South San Francisco	West Hollywood	
San Ramon	Stanton	West Covina	
Sanger	St. Helena	West Sacramento	





## MEMBERSHIP LIST

### COUNTIES

Alameda  
Contra Costa  
El Dorado  
Fresno  
Imperial  
Kern  
Kings  
Lake  
Marin  
Mendocino  
Merced  
Monterey  
Orange  
Placer  
Riverside  
Sacramento  
San Bernardino  
San Diego  
San Francisco  
San Joaquin  
San Luis Obispo  
San Mateo  
Santa Barbara  
Santa Clara  
Santa Cruz  
Shasta  
Solano  
Sonoma  
Stanislaus  
Tulare  
Tuolumne  
Ventura  
Yolo  
Yuba

### SPECIAL DISTRICTS

Adelanto Elementary School District  
Antelope Valley – East Kern Water Agency  
Camrosa Water  
Cucamonga Valley Water  
East Valley Water  
Humboldt Community Services  
Lammersville Joint Unified School  
Marin Municipal Water  
Mayers Memorial Hospital  
Nevada Irrigation  
Northern Inyo County Local Hospital  
Otay Water  
Palmdale Water District  
Palomar Health  
Pittsburg Unified School  
Roseville Joint Union High School District  
Ross Valley Public Financing Authority  
Sacramento Metropolitan Fire  
San Diego County Water Authority  
San Ramon Valley Unified School  
Sanitary No. 5 of Marin County  
Sierra Kings Health Care  
South Coast Water  
Tracy Joint Unified School  
Trinity Public Utilities  
Tulare Local Health Care  
Valley County Water District  
Washington Township Hospital  
Water Replenishment District of So. California  
Yorba Linda Water District

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF INYO, STATE OF CALIFORNIA, APPROVING,  
AUTHORIZING AND DIRECTING EXECUTION OF A JOINT EXERCISE OF POWERS  
AGREEMENT RELATING TO THE CALIFORNIA MUNICIPAL FINANCE  
AUTHORITY, APPROVING THE OBTAINING OF A LOAN BY THE AUTHORITY  
FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION,  
CONSTRUCTION AND IMPROVEMENT OF CERTAIN FACILITIES FOR THE  
BENEFIT OF WOLVERINE/INYO LLC, AND APPROVING THE FIRST AMENDMENT  
TO BUILD TO SUIT LEASE AGREEMENT

WHEREAS, pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"), certain public agencies (the "Members") have entered into a Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement") in order to form the California Municipal Finance Authority (the "Authority"), for the purpose of promoting economic, cultural and community development, and in order to exercise any powers common to the Members, including the issuance of bonds, notes or other evidences of indebtedness; and

WHEREAS, the County of Inyo (the "County"), has determined that it is in the public interest and for the public benefit that the County become a Member of the Authority in order to facilitate the promotion of economic, cultural and community development activities in the County, including the financing of projects therefor by the Authority; and

WHEREAS, there is now before this Board of Supervisors (the "Board") the form of the Agreement; and

WHEREAS, the Authority is authorized to obtain a loan for the purpose, among others, of financing or refinancing the construction of capital projects; and

WHEREAS, Wolverine/Inyo LLC, a Texas limited liability company (the "Company"), wishes, pursuant to a plan of finance, to (i) finance and refinance the acquisition, construction, improvement and equipping of a certain office building, to be occupied by the County, including related site improvements, and parking, located in the City of Bishop, a city in the County; and (ii) pay costs of issuance and certain interest with respect to the Loan, hereinafter defined; and

WHEREAS, the Company has requested that the Authority obtain a loan in the amount of \$14,000,000 (the "Authority Loan") from Western Alliance Business Trust, a wholly owned affiliate of Western Alliance Bank, an Arizona corporation (the "Lender"), the interest with respect to all or a portion of which Authority Loan is expected to be exempt from State of California personal income taxes, for the purpose of making a loan to the Company (the "Company Loan," and together with the Authority Loan, the "Loan"), for the purpose of among others of financing and/or refinancing the Project; and

WHEREAS, in order for the Loan to comply with Section 4 of the Agreement, the Board of the County must approve the Authority Loan; and

WHEREAS, the Authority has requested that the Board approve the Authority Loan in order to satisfy the requirements of Section 4 of the Agreement; and

WHEREAS, it is in the public interest and for the public benefit that the Board approve the Authority Loan for the aforesaid purposes; and

WHEREAS, the County and the Company have heretofore entered into a Build to Suit Lease Agreement, dated as of January 18, 2018 (the "Original Agreement"); and

WHEREAS, it is necessary to amend the Original Agreement in connection with financing the Project; and

Whereas, there has been submitted to the Board a form of First Amendment to Build to Suit Lease Agreement, dated as of December 24, 2019 (the "First Amendment"), to be entered into between the County and the Company;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Inyo, as follows:

Section 1. The foregoing recitals are true and correct.

Section 2. The Agreement is hereby approved and the County Administrative Officer or the designee thereof is hereby authorized and directed to execute said document, and the Clerk of the Board or such Clerk's designee is hereby authorized and directed to attest thereto.

Section 3. The Board hereby approves the Authority Loan to be entered into by the Authority. It is the purpose and intent of the Board that this resolution constitute approval of the Authority Loan by the Board in accordance with Section 4 of the Agreement.

Section 4. The Loan shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The County shall have no responsibility or liability whatsoever with respect to the Loan.

Section 5. The adoption of this Resolution shall not obligate the County or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

Section 6. The Board hereby approves the First Amendment in substantially the form submitted to the Board, and the County Administrative Officer or the designee thereof is hereby authorized and directed to execute said document in substantially said form, with such changes and insertions therein as such County Administrative Officer or designee with the advice of counsel to the County, may approve, such approval to be conclusively evidenced by the execution and delivery thereof by the County Administrative Officer or designee.

Section 7. The executing officers(s), the Clerk and all other proper officers and officials of the County are hereby authorized and directed to execute such other agreements,

documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

Section 8. The Clerk shall forward a certified copy of this Resolution and an originally executed Agreement to the Authority in care of its counsel:

Ronald E. Lee, Esq.  
Jones Hall, APLC  
475 Sansome Street, Suite 1700  
San Francisco, CA 94111

Section 9. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by the Board of Supervisors, County of Inyo, State of California, this \_\_\_day of December 2019, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Chairperson  
INYO COUNTY BOARD OF SUPERVISORS

*ATTEST: Clint Quilter*  
*Clerk of the Board*

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

## **FIRST AMENDMENT TO BUILD TO SUIT LEASE AGREEMENT**

This First Amendment, dated as of December 24, 2019 (this “First Amendment”), to the Build to Suit Lease Agreement, dated as of January 18, 2019 (the “Original Agreement”), between **Wolverine**/Inyo LLC (the “Company”) and the County of Inyo (the “County”).

### **WITNESSETH:**

**WHEREAS**, in January 2019, the Company and the County entered into the Original Agreement to document the build to suit lease arrangement between the Company and the County, including the price of the Project and the rent to be paid by the County to support the financing of such Project; and

**WHEREAS**, the actual price of the Project has been reduced and the Original Agreement must be amended to reflect such reduction; and

**WHEREAS**, other provisions of the Original Agreement must be amended to reflect the loan on even date hereof of the California Municipal Finance Authority (the “Authority”) from Western Alliance Business Trust (the “Lender”) for the purpose of making a loan on even date hereof to the Company (the loan from the Lender to the Authority and from the Authority to the Company being collectively the “Loan”), the proceeds of which are being used to finance the Project;

**NOW THEREFORE**, in consideration of the foregoing, the terms and conditions set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

I. All defined terms not otherwise defined herein shall have the meanings ascribed to such terms in the Original Agreement.

II. Landlord has had site control of the Property since the Effective Date, and, on or before December 24, 2019, will be the owner in fee of the Property.

III. Paragraph IV. D is hereby amended to read as follows

D. Basic Annual Rent. Tenant agrees to pay Landlord “Basic Annual Rent” of Four Hundred Seventy-Nine Thousand, One Hundred Thirty-Two and 59/100 Dollars (\$479,132.59), payable to Landlord in equal monthly installments of Thirty-Nine Thousand, Nine Hundred Twenty-Seven and 72/100 / Dollars (\$39,927.72), commencing on the Lease Commencement Date and continuing thereafter on the first (1st) day of each month throughout the Term, without offset or deduction of any kind. The first monthly payment of Basic Annual Rent shall be in addition to the Additional Basic Rent in the amount of \$7,800,000, as provided in Paragraph IV.E below.

IV. Paragraph V. E. 2. (i) is hereby amended to read as follows: (i) insurance for loss of rent for a period of at least 24 months.

V. Paragraph X.D.3(b) is hereby amended so that the references in the third line and in the 6<sup>th</sup> line are changed from Paragraph IV.G to Paragraph IV.H.

VI. Article XII is hereby amended by adding the following sentence: The parties agree that the form of estoppel certificate attached as Exhibit H, when completed and fully executed, shall satisfy the requirements of Article XII. See Estoppel Certificate, attached hereto as Attachment A.

VII. Article XIII is hereby amended by adding the following sentence: Tenant acknowledges that the form of SNDA attached as Exhibit I is commercially reasonable as described in Paragraph XIII.B, subject to reasonably requested modifications, if any, by Lender. See SNDA attached hereto as Attachment B.

VIII. Paragraph XIII A is hereby amended by adding the following two sentences: The Security Instrument referred to in this Article XIII, including this Paragraph XIII A is the Deed of Trust with Assignment of Leases and Rents, Security Agreement, Fixture Filing and Financing Statement, dated as of December 24, 2019, by Landlord to First American Title Insurance Company for the benefit of the California Municipal Finance Authority (the "Deed of Trust"), which Deed of Trust has been assigned to Western Alliance Business Trust (the "Lender"), pursuant to the Assignment Agreement, dated as of December 24, 2019. This provision serves as notice by Landlord to Tenant of the Security Instrument.

IX. Article XX is hereby amended by adding a new Paragraph C to read as follows:

C. Tenant Reporting Requirements. Tenant shall provide the Lender with the following documentation and information:

1. Audited financial statements of Tenant for the preceding fiscal year, to be delivered within nine (9) months of Tenant's fiscal year end;

2. Certification of Tenant that it is not aware of any default or Event of Default under this Lease, to be delivered within nine (9) months of Tenant's fiscal year end;

3. Annual approved operating budget of Tenant, to be delivered within one (1) month after its adoption;

4. Notice of the occurrence of any Event (as described under 17 CFR 240.15c2-12(b)(5)(c)), in a timely manner, but not in excess of ten (10) Business Days after the occurrence of the Event.

X. Addendum 1 definition of "Landlord's Financing" is hereby amended to read as follows: Landlord's Financing shall mean collectively the Loan, dated as of December 24, 2019, from Western Alliance Business Trust to the California Municipal Finance Authority, and from the California Municipal Finance Authority to Landlord in the aggregate principal amount of Fourteen Million Dollars (\$14,000,000.00), of which no more than Six Million, Two Hundred Thousand Dollars (\$6,200,000.00) shall remain outstanding after the payment of the Additional Basic Rent by Tenant on the Lease Commencement Date. This definitional change also serves as notice to and consent by Tenant to the Landlord's Financing.

XI. Exhibit A is deleted and replaced with the revised Exhibit A attached hereto as Attachment C.

XII. Exhibit B is deleted and replaced with the Site Plan attached hereto as Attachment D.

XIII. Exhibit G is hereby deleted.

XIV. Except as amended by this First Amendment, the Original Agreement remains in full force and effect.

IN WITNESS WHEREOF, the Company and the County have caused this First Amendment to Build to Suit Lease Agreement to be executed this December 24, 2019.

[Signature Page Follows]

WOLVERINE/INYO LLC

By:  
Name:  
Title:

THE COUNTY OF INYO, CALIFORNIA

By:  
Name:  
Title:





**ESTOPPEL CERTIFICATE**

The undersigned ("**Tenant/Landlord**") hereby certifies and confirms to \_\_\_\_\_ ("**Tenant/Landlord**") [, \_\_\_\_\_ ("**Buyer**") and any present or future lender of Buyer who has (or will have) a mortgage encumbering the Property ("**Lender**")], as follows:

1. Attached hereto as **Exhibit 1** is a true, correct and complete copy of that certain Build To Suit Lease Agreement, dated January 18, 2019, as amended by that First Amendment to Build To Suit Lease Agreement dated December \_\_\_\_, 2019 (collectively, the "**Lease**") by and between Landlord and Tenant, together with other amendments, with respect to certain premises comprising \_\_\_\_\_ square feet (the "**Premises**") at the building located at the street address of 1360 N. Main Street, Bishop, California (the "**Property**"), which Premises are more particularly described in the Lease. The Lease represents the entire agreement between the parties as to the Premises, is now in full force and effect, and has not been amended, modified or supplemented, except as set forth in Paragraph 3 below. Tenant claims no rights with respect to the Property other than as set forth in the Lease

2. The term of the Lease commenced on \_\_\_\_\_, 20\_\_ and expires on \_\_\_\_\_. The Lease is presently in full force and effect according to its terms and is the valid and binding obligation of [Tenant/Landlord].

3. The Lease has not been amended, modified, supplemented, extended or renewed, except as follows: \_\_\_\_\_.

4. As of the date of this Estoppel Certificate, Tenant is not in arrears on any Rent (as defined in the Lease) or other charges payable by Tenant under the Lease.

5. No deposits or prepayments of rent have been made in connection with the Lease, except as follows (if none, state "None"): \_\_\_\_\_.

6. To the best of [Tenant's/Landlord's] knowledge, neither Landlord nor Tenant is in default under the Lease (nor do any events currently exist that with the passage of time or the giving of notice, or both, could constitute such a default under the Lease).

7. The undersigned is authorized to execute this Estoppel Certificate on behalf of [Tenant/Landlord].

8. This Estoppel Certificate is being furnished to [Tenant/Landlord, Buyer and Lender], in connection with \_\_\_\_\_. This Estoppel Certificate may be relied upon by [Tenant/Landlord, Buyer and Lender and their respective successors and assigns] and shall be binding upon [Tenant/Landlord] and [Tenant's/Landlord's] successors and permitted assigns.

[Signature Page Follows]

Exhibit \_\_\_\_

Dated: \_\_\_\_\_, 20\_\_

[TENANT/LANDLORD]:

\_\_\_\_\_

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

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

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

**EXHIBIT "1"**

LEASE

**RECORDING REQUESTED BY:**

\_\_\_\_\_

**AND WHEN RECORDED MAIL TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Street Address: 1360 North Main Street, Bishop, California 93514  
APN: 010-490-14-00

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

**NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (“Agreement”) is made December \_\_\_\_, 2019 by and among WOLVERINE\INYO LLC, a Texas limited liability company (“Owner” or “Landlord”), COUNTY OF INYO, a political subdivision of the State of California (“Tenant”) and Western Alliance Business Trust, a Delaware statutory trust (“Lender”).

**RECITALS**

- A. Pursuant to the terms and provisions of a Build To Suit Lease Agreement dated as of January 18, 2019, as amended by that certain First Amendment to Build To Suit Lease Agreement dated December \_\_\_\_, 2019 (collectively, the “Lease”), Tenant holds a leasehold estate in and to the property described on Exhibit A attached hereto and incorporated herein by this reference (which property, together with all improvements now or hereafter located on the property, is defined as the “Property”).
- B. Owner has executed a Deed of Trust with Assignment of Leases and Rents, Security Agreement, Fixture Filing and Financing Statement dated as of December 24, 2019 (“Security Instrument”) securing, among other things, a Series A Loan in the original principal amount of Seven Million Two Hundred Thousand Dollars (\$7,200,000) and a Series B Loan in the original principal amount of Seven Million Eight Hundred Thousand Dollars (\$7,800,000), both dated as of December 24, 2019, in favor of Lender, evidencing loans in those amounts (collectively, the “Loan”). The Security Instrument has been recorded prior to the date of this Agreement or is to be recorded concurrently herewith.
- C. As a condition to making the Loan secured by the Security Instrument, Lender requires that the Security Instrument be unconditionally and at all times remain a lien on the Property, prior and superior to all the rights of Tenant under the Lease and that the Tenant specifically and unconditionally subordinate the Lease to the lien of the Security Instrument.
- D. Owner and Tenant have agreed to the subordination, attornment and other agreements herein in favor of Lender.

NOW THEREFORE, for valuable consideration and to induce Lender to make the Loan, Owner and Tenant hereby agree for the benefit of Lender as follows:

1. **SUBORDINATION.** Owner and Tenant hereby agree that:
  - 1.1 **Prior Lien.** The Security Instrument securing repayment of the Loan in favor of Lender, and any modifications, renewals or extensions thereof (including, without limitation, any modifications, renewals or extensions with respect to any additional advances made subject to the Security Instrument), shall unconditionally be and at all times remain a lien on the Property prior and superior to the Lease;
  - 1.2 **Subordination.** Lender would not make the Loan without this agreement to subordinate; and
  - 1.3 **Whole Agreement.** This Agreement shall be the whole agreement and only agreement with regard to the subordination of the Lease to the lien of the Security Instrument and shall supersede and cancel, but only insofar as would affect the priority between the Security Instrument and the Lease, any prior agreements as to such subordination, including, without limitation, those provisions, if any, contained in the Lease which provide for the subordination of the Lease to a deed or deeds of trust or to a mortgage or mortgages.

AND FURTHER, Tenant individually declares, agrees and acknowledges for the benefit of Lender that:

- 1.4 **Use of Proceeds.** Lender, in making disbursements pursuant to the Loan, the Security Instrument or any agreements with respect to the Property, is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not, to any extent, defeat this agreement to subordinate;
  - 1.5 **Waiver, Relinquishment and Subordination.** Tenant intentionally and unconditionally waives, relinquishes and subordinates all of Tenant's right, title and interest in and to the Property to the lien of the Security Instrument and understands that, in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made by Lender and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.
2. **ASSIGNMENT AGREEMENT.** Tenant acknowledges and consents to the assignment of the Lease by Landlord in favor of Lender.
  3. **ADDITIONAL AGREEMENTS.** Tenant covenants and agrees that, during all such times as Lender is the beneficiary under the Security Instrument:
    - 3.1 **Modification, Termination and Cancellation.** Tenant will not consent to any modification, amendment, termination or cancellation of the Lease (in whole or in part) without Lender's prior written consent and will not make any payment to Landlord in consideration of any modification, termination or cancellation of the Lease (in whole or in part) without Lender's prior written consent;
    - 3.2 **Notice of Default.** Tenant will notify Lender in writing concurrently with any notice given to Landlord of any default by Landlord under the Lease, and Tenant agrees that Lender

has the right (but not the obligation) to cure any breach or default specified in such notice within the time periods set forth below and Tenant will not declare a default of the Lease if Lender cures such default within fifteen (15) days from and after the expiration of the time period provided in the Lease for the cure thereof by Landlord (or any longer cure period provided to Lender under the Lease); provided, however, that if such default cannot with diligence be cured by Lender within such fifteen (15) day period (or such longer cure period provided to Lender under the Lease), the commencement of action by Lender within such fifteen (15) day period (or such longer cure period provided to Lender under the Lease) to remedy the same shall be deemed sufficient so long as Lender pursues such cure with diligence; and

- 3.3 **No Advance Rents.** Tenant will make no payments or prepayments of rent more than one (1) month in advance of the time when the same become due under the Lease.
4. **ATTORNMEN T.** In the event of a foreclosure under the Security Instrument, Tenant agrees for the benefit of Lender (including for this purpose any transferee of Lender or any transferee of Landlord's title in and to the Property by Lender's exercise of the remedy of sale by foreclosure under the Security Instrument) as follows:
- 4.1 **Continuation of Performance.** Tenant shall be bound to Lender in accordance with all of the provisions of the Lease for the balance of the term thereof, and Tenant hereby attorns to Lender as its landlord, such attornment to be effective and self-operative without the execution of any further instrument immediately upon Lender succeeding to Landlord's interest in the Lease and giving written notice thereof to Tenant;
- 4.2 **Payment of Rent.** Tenant shall pay to Lender all Rent (as defined in the Lease) and all other payments required to be made by Tenant pursuant to the terms of the Lease for the duration of the term of the Lease;
- 4.3 **No Offset.** Lender shall not be liable for, nor subject to, any offsets or defenses which Tenant may have by reason of any act or omission of Landlord under the Lease, nor for the return of any sums which Tenant may have paid to Landlord under the Lease as and for security deposits, advance rentals or otherwise, except to the extent that such sums are actually delivered by Landlord to Lender; and
- 4.4 **Subsequent Transfer.** If Lender, by succeeding to the interest of Landlord under the Lease, should become obligated to perform the covenants of Landlord thereunder, then, upon any further transfer of Landlord's interest by Lender, all of such obligations shall terminate as to Lender.
5. **NON-DISTURBANCE.** In the event of a foreclosure under the Security Instrument, so long as there shall then exist no breach, default, or event of default on the part of Tenant under the Lease, Lender agrees for itself and its successors and assigns that the leasehold interest of Tenant under the Lease shall not be extinguished or terminated by reason of such foreclosure, but rather the Lease shall continue in full force and effect and Lender shall recognize and accept Tenant as tenant under the Lease subject to the terms and provisions of the Lease except as modified by this Agreement.
6. **MISCELLANEOUS.**
- 6.1 **Remedies Cumulative.** All rights of Lender herein to collect rents on behalf of Owner under the Lease are cumulative and shall be in addition to any and all other rights and remedies provided by law and by other agreements between Lender and Owner or others.

6.2 **Notices.** All notices, demands, or other communications under this Agreement shall be in writing and shall be delivered to the appropriate party at the address set forth below (subject to change from time to time by written notice to all other parties to this Agreement). All notices, demands or other communications shall be considered as properly given if delivered personally or sent by first class United States Postal Service mail, postage prepaid, or by Overnight Express Mail or by overnight commercial courier service, charges prepaid, except that notice of Default may be sent by certified mail, return receipt requested, charges prepaid. Notices so sent shall be effective three (3) days after mailing, if mailed by first class mail, and otherwise upon delivery or refusal; provided, however, that non-receipt of any communication as the result of any change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication. For purposes of notice, the address of the parties shall be:

Owner:	_____ _____ _____ Attention: _____
Tenant:	_____ _____ _____ Attention: _____
Lender:	Western Alliance Business Trust c/o Western Alliance Bank One E Washington Street, Suite 1400 Phoenix, Arizona 85004 Attention: Municipal Finance

Any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days notice to the other party in the manner set forth hereinabove.

6.3 **Heirs, Successors and Assigns.** Except as otherwise expressly provided under the terms and conditions herein, the terms of this Agreement shall bind and inure to the benefit of the heirs, executors, administrators, nominees, successors and assigns of the parties hereto.

6.4 **Headings.** All article, section or other headings appearing in this Agreement are for convenience of reference only and shall be disregarded in construing this Agreement.

6.5 **Counterparts.** To facilitate execution, this document may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single document. It shall not be necessary in making proof of this document to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be



detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

- 6.6 **Exhibits, Schedules and Riders.** All exhibits, schedules, riders and other items attached hereto are incorporated into this Agreement by such attachment for all purposes.

[Signatures follow on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.**

**IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT HERETO.**

“OWNER”

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

“LENDER”

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

“TENANT”

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**(ALL SIGNATURES MUST BE ACKNOWLEDGED)**

**EXHIBIT A**

**DESCRIPTION OF PROPERTY**

PARCEL 2 OF PARCEL MAP NO. 417, IN THE CITY OF BISHOP, COUNTY OF INYO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 5 PAGE 83 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.









# County of Inyo



## Planning Department

### DEPARTMENTAL - NO ACTION REQUIRED

**MEETING:** December 17, 2019

**FROM:**

**SUBJECT:**

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#### RECOMMENDED ACTION:

Request Board: A) conduct a workshop on proposed changes to the County's Short-term Rental of Residential Properties Ordinance; and B) provide comments and direction to staff.

#### SUMMARY/JUSTIFICATION:

On October 15, 2019 staff presented proposed changes to the County's Short-Term Rental Ordinance. The Board accepted most of these suggestions and requested that staff also remove the non-hosted short-term rental permit as an option, resulting in only hosted-short term rentals to be allowed. The Board also requested that staff include language to allow for short-term rentals in the Multiple Family zone (2-units, R2). Along with these, the proposed changes are primarily to enforcement, processing requirements for getting a permit and definitions. These proposed changes include:

##### 1. Definitions

- Add to 18.73.010 - *"Designated representative" means a person or persons designated by the owner to represent them as a 'host' during the duration of the transient renter(s) stay.* The designated representative will be responsible for the short-term rental while it is being rented. This definition change will also be added to all pertinent places in the code.
  - Add to 18.73.010 - *"Hosted rental" means a short-term rental of a room(s) where the owner or a designated representative of the owner is on the parcel where the rental occurs, during the duration of the transient renter(s) stay.*
  - Remove from 18.73.010 that an owner is someone with twenty-percent or more of ownership interest in the property. This will make any level of ownership count someone as an owner and should help prevent certain people or entities from having more than one property with a short-term rental.

##### 2. General Requirements

- Add to 18.73.030 – *"Short-term rentals may be permitted on properties zoned open space (OS); rural residential (RR); rural residential Starlite; one-family residential (R1); single residence mobile home combined (RMH), and Multiple Residential (R2) subject to the following requirements and limitations.* This sets forth the zoning districts where short-term rentals will be allowed including the addition of the R2 zone and limiting them by the following
  - Add to 18.73.030 B – *All short-term rentals shall be hosted rentals.*

##### 3. Permit Application

- 18.73.040 (10) - change the word agreement to *acknowledgement* and add – *"The applicant shall also include and share a copy of the short-term rental rules with each resident contacted"*. The word agreement has caused some confusion and built in tension for the applicant and for the neighbors who are being asked to sign it. This change helps to relax some of this apprehension by removing the term 'agreement'. Applicants are then less likely to try to force an agreement from their neighbors and the neighbors do not feel pressured agree to something they either do not like or understand. Adding the requirement to share the rental rules should also help the neighbors to understand that the rentals are regulated and provide ideas for additional rules that may be appropriate based on the specific characteristics of the neighborhood.

##### 4. Non-hosted Short-term Rental Permit Review Process

- 18.73.060 – *Delete this entire section and all other places in the Code related to non-hosted rentals.*

The removal of non-hosted short-term rentals has been included in this proposed version at the request of the Board at the October 15, 2019 meeting.

## 5. Permit Modification and Revocation

- Add to 18.73.030 C – Only two hosted rentals per parcel may be permitted, except for in the R2 zone, where only one hosted rental per parcel may be permitted, and any such short term rental in an R2 zone shall only be permitted in a dwelling unit that is concurrently occupied by a primary resident(s). In the single-family residential zones this will allow for a single-family home and accessory dwelling unit on the same single parcel of land to be used for short-term rentals, and prohibits more than one dwelling unit being rented at a time on R2 zoned properties.
- Remove 18.78.030 D – “Only one non-hosted rental per parcel may be permitted, provided that the owner also possesses a permit for a hosted rental”. This is not necessary if there are no more non-hosed short-term rental permits and was proposed to be eliminated anyway.
- Add 18.78.030 D – Only two hosted rentals per parcel may be permitted except in the R2 zone where only one hosted rental per parcel may be permitted, and any such short term rental in an R2 zone shall only be permitted in a dwelling unit that is concurrently occupied by a primary resident(s).
- Add to 18.73.030 E – An owner shall only be eligible to maintain a permit(s) for short term rentals on a maximum of one parcel. This will eliminate the ability of someone to have more than one parcel of land in the County with a short-term rental on it.
- Change 18.73.030 (G) to remove “and/or non-hosted” and add “Failure to obtain a hosted short-term rental permit prior to renting a residentially zoned property for 30-days or less shall be considered a violation of Chapter 18.73 and subject to legal action and/or enforcement proceedings including but not limited to an administrative penalty of no less than the dollar amount of the nightly rental rate of the property for each day the short-term rental is operated in violation of 18.73, or as permitted by Section 1.20.010 of this Code, whichever is more, to the maximum extent allowed by law. Adding a specific penalty to the code is intended to detour people from operating short-term rentals without permits. This particular penalty will take away the ability to profit while operating a short-term rental in violation of the county code.
- Add 18.73.030 (Q) – “An address sign compliant with the County’s sign ordinance 18.75 with a clearly legible, from the street, address number shall be included on each short-term rental. This is suggested in response to comments about renters having trouble finding the rental properties which causes them to drive around lost and/or go to the wrong houses. This scenario has the potential to cause nuisances and this addition should help to eliminate them.
- Add 18.73.030 (R) – Short-term Rentals shall not be permitted in Accessory Dwelling Units built after January 1, 2020. This is being added in response to new State regulations that prohibit the use of accessory dwelling units built after January 1, 2020 to be rented for less than 30-days. It is also good policy for the County as it will keep the use of infill accessory dwelling unit development for longer term rentals, which can help to provide affordable housing.
- 18.73.070 (A) – change (A) to state: Every short-term rental permit will be reviewed annually by the Planning Director. This review shall include any complaints that may have been submitted on the short-term rental and site visits if deemed necessary to fully evaluate complaints. If more than three substantiated complaints have been submitted on a particular short-term rental, the short-term rental permit will be considered in violation and subject to the terms of 18.73 and Title 22.
- 18.73.070 (B)(1) The planning director may revoke or modify a short-term rental permit as follows: - add (v) to state: “The parcel on which the short-term rental violation has occurred has three or more violations in a year, which shall be an automatic revocation.”  
This provides a specific limitation on the number of violations a single short-term rental can have before the permit is revoked. This should result in eliminating short-term rentals with poor histories of continuing nuisances.
- 18.73.070 (B)(1)(a) – add vi “Ownership of more than one parcel on which short-term rentals are permitted shall in itself be an automatic revocation of all of the owner’s short-term permits, except for the permit(s) originally granted.” This makes it perfectly clear that only one parcel may have a short-term rental permit(s) attached to it and also makes clear the penalty if caught with more than one.
- 18.73.070 (B)(2) - Notice of Decision. A written notice of the planning director’s decision shall be prepared and mailed to the owner at the address specified in the application for approval. The notice shall contain a statement directing the owner to immediately cease using the property for short-term rentals, and that failure to cease such use may be subject to further legal action and/or enforcement proceedings – add: “including but not limited to fines of no less than the dollar amount of the nightly rental rate of the property for each day the short-term rental is advertised and/or operated in violation of 18.73, or as permitted by Section 1.20.010 of this Code, whichever is more to the maximum extent allowed by law”. Again, this is a place in the County code to apply a specific penalty for operating a short-term rental in violation of the code. Absent updates to Title 22 this should help to cause people to cease and desist short-term rentals since they would lose any profits made by them while in violation.

**NEXT STEPS:** Staff will take the direction from the Board to update the Short-Term Rental Ordinance and continue to monitor it. Updates to the code will require a hearing with and recommendation from the Planning Commission and a hearing with the Board for possible adoption.

## BACKGROUND/HISTORY OF BOARD ACTIONS:

## ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:



**OTHER AGENCY INVOLVEMENT:**

Inyo County Tax Collector Treasurer, Inyo County Assessor, Inyo County Building and Safety, Environmental Health and Public Works Departments and the County Sheriff.

**FINANCING:**

**ATTACHMENTS:**

1. 12.17.2019\_Chapter 18.73 proposed updates FINAL

**APPROVALS:**

Cathreen Richards  
Darcy Ellis  
Cathreen Richards

Created/Initiated - 12/4/2019  
Approved - 12/5/2019  
Final Approval - 12/5/2019

# Attachment – Proposed Changes December 17, 2019

## Chapter 18.73 SHORT-TERM RENTAL OF RESIDENTIAL PROPERTY

### 18.73.010 Definitions.

For purposes of this chapter, the following definitions apply:

“Designated representative” means a person or persons designated by the owner to represent them as a ‘host’ during the duration of the transient renter(s) stay.

“Guestroom” means any bedroom or other separate area of a dwelling unit utilized as a sleeping area for short-term renters.

“Hosted rental” means a short-term rental of a room(s) within a dwelling ~~that is occupied where the owner or a designated representative of~~ the owner resides on the parcel where the rental occurs; during the duration of the transient renter(s) stay.

~~—“Manager” means the owner or owner’s agent who provides oversight for non-hosted short-term rental activities and is available twenty-four hours per day, seven days per week, during all times that the property is rented as a non-hosted short-term rental to respond to and handle complaints.~~

~~—“Non-hosted rental” means a short-term rental of an entire dwelling unit where the owner of the dwelling unit does not concurrently occupy the dwelling unit with the transient lodger.~~

“Owner” shall mean a record owner of the property who is responsible for submitting the application for approval and conducting hosted ~~and non-hosted~~ short-term rental activities pursuant to this chapter.

“Owner” shall further include any person or entity with any direct or indirect aggregate ownership interest ~~of twenty percent or more~~ in the subject property, unless the interest is solely a security, lien, or encumbrance.

“Short-term rental” means to provide transient lodging in a dwelling unit, for compensation, for a period of thirty consecutive calendar days or less. “Short-term rental” does not include transient lodging in county-approved hotels and motels. (Ord. 1224 § 1, 2018.)

### 18.73.020 Short-term rentals prohibited.

The short-term rental of residential property is a prohibited use in every zoning district in the county, with the exception of those permitted pursuant to this chapter. (Ord. 1224 § 1, 2018.) A violation of this Chapter is a Misdemeanor.

### 18.73.030 Short-term rentals—General requirements.

Short-term rentals may be permitted on properties zoned open space (OS); rural residential (RR); rural residential Starlite; one-family residential (R1); ~~and~~ single residence mobile home combined (RMH), and Multiple Residential (R2) subject to the following requirements and limitations:

A. No person shall undertake, maintain, authorize, aide, facilitate, or advertise any short-term rental activity that does not comply with the provisions of this code.

B. All short-term rentals shall be hosted rentals.

~~A.C.~~ Each short-term rental shall have a host or manager-designated representative readily available to handle any questions or complaints during all short-term rental activities. Any change to the contact information for the owner or owner’s designated representative ~~manager of a non-hosted~~

## Attachment – Proposed Changes December 17, 2019

~~short-term rental~~ shall immediately be provided in writing to the Inyo County planning department, to neighboring properties with three hundred feet of the short-term vacation rental, and on any postings required by this chapter.

~~B.D.~~ Only ~~one-two~~ hosted rentals per parcel may be permitted, ~~except in the R2 zone, where only one hosted rental per parcel may be permitted, and any such short term rental in an R2 zone shall only be permitted in a dwelling unit that is concurrently occupied by a primary resident(s).~~

~~D. Only one non-hosted rental per parcel may be permitted, provided that the owner also possesses a permit for a hosted rental.~~

~~E. No more than two parcels on which short-term rentals are permitted may share a common owner.~~

An Owner shall only be eligible to maintain a permit(s) for short-term rentals on a maximum of one parcel of land.

F. No more than five guestrooms per dwelling unit may be permitted for short-term rental activity.

G. Issuance of a hosted ~~and/or non-hosted~~ short-term rental permit, pursuant to this chapter, is separately required for each dwelling unit in which a short-term rental will occur. Failure to obtain a hosted short-term rental permit prior to renting a residentially zoned property for 30-days or less shall be considered a violation of Chapter 18.73 and subject to legal action and/or enforcement proceedings including but not limited to an administrative penalty of no less than the dollar amount of the nightly rental rate of the property for each day the short-term rental is advertised and/or operated in violation of 18.73, or as permitted by Section 1.20.010 of this Code, whichever is more, to the maximum extent allowed by the law.

H. Short-term rentals shall not be permitted in dwelling units that are not compliant with applicable building and safety and/or environmental health requirements, or in non-habitable structures, tents, RVs, treehouses, yurts, or other provisions or structures not intended for primary occupancy.

I. Only two renters are allowed per guestroom. This number does not include children three years and under.

J. A maximum of one vehicle per guestroom shall be allowed, and the owner shall provide off-street parking for all such allowed vehicles, that the renter(s) shall utilize. The owner shall ensure that the parking limitations are included in short-term rental agreements and in all related advertisements.

K. Outdoor amplified sound is prohibited.

L. Quiet hours shall be from nine p.m. to seven a.m. The host shall ensure that the quiet hours are included in rental agreements and in all advertisements.

M. Pets, if allowed by owner, shall be secured on the property at all times. Continual barking or other nuisances created by unattended pets are prohibited.

N. Trash bins and recycling storage containers shall be required for all permitted short-term rentals and such bins and containers shall not be stored within public view.

O. Outdoor fire areas are only permitted in compliance with applicable state and local laws and shall not be utilized by short-term renters during quiet hours.

P. Short-term rental activity is subject to, and the owner shall comply with, Inyo County Code Chapter 3.20 Transient Occupancy Tax. The owner shall include the transient occupancy tax registration certificate number on all short-term rental agreements, and in any related advertisements. (Ord. 1224 § 1, 2018.)

## Attachment – Proposed Changes December 17, 2019

Q. An address sign compliant with the County’s sign ordinance 18.75 with a clearly legible, from the street, address number shall be included on each short-term rental.

R. Short-term Rentals shall not be allowed in Accessory Dwelling Units built after January 1, 2020.

### **18.73.040 Permit application.**

In order to obtain a permit authorizing short-term rentals under this chapter, the owner shall submit an application and any applicable fee for a permit to the planning director.

A. The application shall include:

1. Proof of ownership of the subject property;
2. Name, address, and contact information of the owner;
3. Name, address, and contact information of all other record owners of the subject property;
4. Name, address and contact information for the owner’s local emergency contact representative in the event the owner is the manager and is unable to be contacted;
5. A site plan prepared on an eight and one-half-inch by eleven-inch piece of paper showing that the required off-street parking spaces are provided, and the emergency access to the dwelling unit(s);
6. Proof that transient occupancy registration certificate for the subject property has been applied for and/or received;
7. A copy of the rules, regulations, and information that will be posted in a prominent place within six feet of the front door of the short-term rental;
8. A verified list of the names and addresses of the owners of all property within three hundred feet of the exterior boundaries of the property proposed for the short-term rental as shown on the last adopted tax role of the county;
9. A deposit for the cost of the county mailing notice of permits applications and received and granted to property owners and neighbors of an approval short-term rental within three hundred feet of the subject property;
10. ~~For hosted rentals only:~~
  - ~~a.~~—A planning department issued neighborhood ~~agreement- acknowledgement~~ form signed by each resident within three hundred feet of the proposed hosted rental. If the applicant is unable to obtain the required signatures, the applicant shall provide proof of his or her reasonable attempts to gather those signatures. The applicant shall also include and share a copy of the short-term rental rules with each resident contacted.
  - ~~B.11.~~ Incomplete applications shall be returned to the applicant with an explanation of what is required to make the application complete. (Ord. 1224 § 1, 2018.)

### **18.73.050 Hosted rental permit review process.**

A. The planning director shall review completed applications for hosted short-term rentals. The planning director shall not approve the application absent a finding that the use will comply with the requirements of this code and other applicable law. Approval of an application for a hosted rental shall be subject to the general requirements of Chapter 18.81 of this code.

## Attachment – Proposed Changes December 17, 2019

B. As part of the hosted rental application review, the planning director shall consider any relevant comments received from neighboring residents and/or owners regarding the application. The planning director may add reasonable conditions to a hosted rental permit in order to prevent impacts of the short-term rental activities from being a nuisance to the surrounding properties, including, but not limited to, conditions related to specific parking requirements, noise reduction measures, garbage collection, and related property maintenance issues.

C. The decision of the planning director may be appealed to the planning commission pursuant to Chapter 18.81 of this code. The planning commission shall review the application in the manner set forth for vacation rental applications in Section 18.73.040. (Ord. 1224 § 1, 2018.)

### **18.73.060 [RESERVED] Non-hosted short-term rental permit review process.**

~~—A.— Upon receipt of a complete application for a non-hosted short-term rental, the planning director shall cause the application to be placed on a planning commission agenda for the review of the application as generally required by Chapter 18.81 of this code. The planning director may provide a recommended action and/or any other relevant information to the planning commission as part of the agenda item. Approval of an application for a non-hosted short-term rental shall be subject to the general requirements of Chapter 18.81 of this code.~~

~~—B.— The decision of the planning commission may be appealed to the board of supervisors consistent with Chapter 18.81 of this code. (Ord. 1224 § 1, 2018.)~~

### **18.73.070 Permit modification and revocation.**

A. Every short-term rental permit will be reviewed annually by the Planning Director. This review shall include any complaints that may have been submitted on the short-term rental and site visits if deemed necessary to fully evaluate complaints and to initiate a modification proceeding as deemed appropriate given all of the facts and circumstances of a given parcel on which short term rental activity is permitted.

B. The planning director may revoke or modify a short-term rental permit as follows:

1. Notice and Hearing. Notice shall be mailed to the owner at the address specified in the approval application. The notice shall specify the reason(s) for the modification or revocation and shall designate a time and place of an administrative hearing with the planning director no sooner than six and no later than thirty weekdays, excluding holidays, following the mailing date of the notice.

The owner shall be provided the opportunity to present written and oral evidence at the hearing. Failure to appear at the hearing shall constitute a waiver of any objections to the proposed modification or revocation.

a. Following the hearing, the planning director may revoke or modify the approval upon making one or more of the following findings:

- i. The approval was obtained by fraud;
- ii. The short-term rental activity has been or is being conducted in violation of this chapter or other applicable law;
- iii. The conditions of approval have been or are being violated;
- iv. The short-term rental activity constitutes a public nuisance.

## Attachment – Proposed Changes December 17, 2019

- v. The parcel on which the short term rental violation has occurred has three or more violations in a year, which shall be an automatic revocation.
- vi. “Ownership of more than one parcel on which short-term rentals are permitted shall in itself be an automatic revocation of all of the owner’s short-term permits, except for the permit(s) originally granted.”

2. Notice of Decision. A written notice of the planning director’s decision shall be prepared and mailed to the owner at the address specified in the application for approval, ~~or as may have otherwise been formally changed by the owner~~. The notice shall contain a statement directing the owner to immediately cease using the property for short-term rentals, and that failure to cease such use may be subject to further legal action and/or enforcement proceedings: including but not limited to an administrative penalty of no less than the dollar amount of the nightly rental rate of the property for each day the short-term rental is advertised and/or operated in violation of 18.73, or as permitted by Section 1.20.010 of this Code, whichever is more, to the maximum extent allowed by law.

B. Appeal. The decision of the planning director to modify or revoke a short-term rental application may be appealed to the board of supervisors consistent with Chapter 18.81 of this code. (Ord. 1224 § 1, 2018.)

### **18.73.080 Enforcement.**

A. Initial Complaints. Initial complaints regarding short-term rental activity on a parcel permitted pursuant to this chapter will generally be directed to the owner or manager-owner’s designated representative identified in the short-term rental permit. The owner ~~for hosted~~ or, designated representative ~~the manager for nonhosted~~ of short-term rentals shall be responsible for contacting the tenant to correct the problem within ninety minutes, or within forty-five minutes if during quiet hours, including visiting the site if necessary, to ensure that the issue has been corrected. The owner or owner’s designated representative ~~for hosted, or the manager for non-hosted short-term rentals~~, shall report any such complaints, and their resolutions or attempted resolutions, to the Inyo County planning department within twenty-four hours of the occurrence. Failure to respond to complaints or report them to the planning department within twenty-four hours of the occurrence shall be considered a violation of this section, and may constitute cause for revocation or modification of the short-term rental permit. Occupants of surrounding properties shall be apprised of this complaint procedure.

B. The county may enforce the provisions of this chapter in accordance with ~~Chapter 18.22~~ Title 22 of this code.



# County of Inyo



## Planning Department

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** December 17, 2019

**FROM:**

**SUBJECT:**

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**RECOMMENDED ACTION:**

Request Board: A) conduct workshop on the draft scoping comment letter for the Bureau of Land Management's Alabama Hills Management Plan; and B) provide comments and potentially direction to staff to send the comment letter.

**SUMMARY/JUSTIFICATION:**

The BLM is preparing to begin work on a management plan for the Alabama Hills. The plan will focus on specific uses, resource values and future management strategies for the area.

The Alabama Hills are an important and iconic feature of Inyo County that provide for: scenic, cultural, geological, educational, biological, historical, recreational, cinematographic and scientific opportunities.

The management plan will implement the Orders - Increasing Recreation Opportunities on Lands and Waters Managed by the U.S. Department of the Interior and the Conservation Stewardship and Outdoor Recreation. In March 2019, the John D. Dingell, Jr. Conservation, Management and Recreation Act designated 18,610 acres in the Alabama Hills as a National Scenic Area, as well.

Currently, the BLM does not have much information on the specifics of the planning effort, but is asking for scoping comments. Planning Department staff has prepared a comment letter to the BLM based on previous values expressed by the County on other Federal land management plans and is asking the Board for comments and suggestions, as well as, potentially authorizing the Chairperson to sign.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

1. Do NOT approve the Chairperson to sign the letter prepared by staff.
2. Direct staff to make specific changes to the letter.
3. Return to staff with direction.

**OTHER AGENCY INVOLVEMENT:**

US Bureau of Land Management

**FINANCING:**

Costs to monitor and respond to work being conducted by other agencies are paid out the Planning Department budget.

**ATTACHMENTS:**

1. Scoping Comment Letter 12.17.2019

**APPROVALS:**

Cathreen Richards  
Darcy Ellis  
Cathreen Richards

Created/Initiated - 11/26/2019  
Approved - 12/3/2019  
Final Approval - 12/3/2019





EL CAMINO SIERRA

## BOARD OF SUPERVISORS COUNTY OF INYO

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DARCY ELLIS  
*Assistant Clerk of the Board*

December 17, 2019

Bureau of Land Management (BLM) – Bishop Field Office  
Attn: Alabama Hills Management Plan  
351 Pacu Lane, Suite 100  
Bishop, CA 93514

RE: Alabama Hills Management Plan

Field Manager Nelson:

On behalf of the Inyo County Board of Supervisors, I would like to thank the BLM for providing the opportunity to submit scoping comments on the Alabama Hills Management Plan and respectfully request cooperating agency status on this planning effort. The Alabama Hills are a very unique and special place within Inyo County and the Board of Supervisors cannot encourage the BLM enough to treat the area as such throughout this planning process. The Board would also like to offer the following comments.

As you know, Inyo County encourages access to its natural wonders and to this end, we urge the BLM to strive to maintain multiple use access in the project area, including access to existing activities, roads and trails; pay special attention to the visual resources in and into the area, especially with regard to the current planning for electrical transmission conveyance in the area; and, evaluate proposed management decisions with the potential effects on local economies as they are closely tied to tourism. The County's General Plan provides the vision for access, recreation, economy and energy generation and conveyance, as well as, other topics that will be relevant to this planning effort. We strongly suggest the BLM review the County's General Plan at the onset. It can be viewed online at: [http://inyoplanning.org/general\\_plan/goals.htm](http://inyoplanning.org/general_plan/goals.htm). County staff is happy to answer any questions the BLM may have related to General Plan policies.

In closing, I would like to reiterate that the Alabama Hills are one of the most iconic areas in Inyo County and have a prominent place in its history and culture. The Board of Supervisors is excited about being involved at the highest possible level in the Management Plan process for this very special place.

Sincerely,

Rick Pucci, Chairperson  
Inyo County Board of Supervisors

CC:

Supervisor Rick Pucci

Supervisor Jeff Griffiths

Supervisor Mark Tillemans

Supervisor Dan Totheroh

Supervisor Matt Kingsley

Clint Quilter, County Administrative Officer

Carl B. Symons, Field Director, Bureau of Land Management, Ridgecrest Office

Steve Nelson, Field Director, Bureau of Land Management, Bishop Office

Mary Wuester, Chairperson Lone Pine Paiute Shoshone Tribe



# County of Inyo



## County Administrator - Parks & Recreation

### WORKSHOPS AND PRESENTATIONS - ACTION REQUIRED

**MEETING:** December 17, 2019

**FROM:** Leslie Chapman

**SUBJECT:** State of the Parks Workshop

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**RECOMMENDED ACTION:**

Request Board: A) conduct a State of the Parks workshop and provide follow-up direction to staff; and B) consider adopting the Inyo County Statement of Philosophy for Park Maintenance and Improvement to be used as a guideline for prioritizing parks and campgrounds projects.

**SUMMARY/JUSTIFICATION:**

This workshop is intended to provide a review of the County's park and campground operations, and provide a basis for future planning. After a review of current staffing levels and projects, staff will introduce a Statement of Philosophy for Park Maintenance and Improvement for Board discussion and consideration. If adopted, the statement will serve as a guide for prioritizing future projects, and will assist in the development of a long-term Park and Campground Improvement Plan.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

NA

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

None at this time

**OTHER AGENCY INVOLVEMENT:**

None

**FINANCING:**

No fiscal impact at this time.

**ATTACHMENTS:**

1. State of the Parks
2. State of the Parks Appendix A Projects

**APPROVALS:**

Leslie Chapman

Darcy Ellis

Leslie Chapman

Amy Shepherd

Marshall Rudolph

Created/Initiated - 12/12/2019

Approved - 12/12/2019

Approved - 12/12/2019

Approved - 12/12/2019

Final Approval - 12/12/2019

**INYO COUNTY  
PARKS AND RECREATION**



**STATE OF THE PARKS**

**Leslie L. Chapman**  
**Assistant County Administrative Officer**

# State of the Inyo County Parks and Campgrounds

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As Inyo County citizens and leaders, we are the stewards of an extensive network of County parks and campgrounds. We are fortunate to be able to boast that we live where others come to play, but along with bragging rights comes the responsibility to care for our County facilities. This report will serve as a baseline for formulating a long-term plan to continue to care for and improve these valuable assets for all to enjoy.

Our goal is to develop a plan that is reasonable and achievable based on a common philosophy to guide us as we prioritize both capital and maintenance projects. A review of our recreation facilities and the time required to maintain them juxtaposed with the current staffing levels amplifies the notion that the task at hand is quickly overwhelming without a common philosophy and guiding principles. Without those, deciding on future staffing levels, prioritizing projects to tackle, and chasing grants and other resources is the equivalent of climbing a very tall ladder only to find that it is leaning against the wrong wall (Stephen R. Covey, *The 7 Habits of Highly Effective People*).

Therefore, after a brief review of our recreational facilities, current staffing levels and recently completed and ongoing projects, including ideas for the current fiscal year appropriation of \$250,000, we introduce the recommended Statement of Philosophy for Park Maintenance and Improvement. The balance of the report is a menu of future projects and potential resources to discuss under the light of the Statement of Philosophy, which is intended to inform the development and execution of a long-term park improvement plan.

## **Inyo County Facilities**

With the Sierra Nevada on the west and the White Mountains on the east, changing to the Inyos as you head south and ending in unique rock formations as you near Death Valley, Inyo County's natural beauty is astounding. Making things even more fascinating is our cultural history full of Wild West stories and colorful characters. Each campground and park has its own, distinctive history and geology providing the opportunity to emphasize unique scenery while developing an Inyo County brand for the park system as a whole.

- ***Tecopa Hot Springs Park*** – This park was built on popular hot springs on the edge of Death Valley. Snow Birds escaping cold winters have descended on the hot springs in large numbers starting in the 1970s. While its popularity dipped in later years, it seems to have been rediscovered in recent years by a new generation. The campground has 200 sites and is run by a concessionaire. The County is responsible to maintain the small park, which includes a youth playground in front of the Tecopa Library.
- ***Diaz Lake*** – Named for the family who owned the land as a cattle ranch in the 1860s, this park is the gateway to all of the Owens Valley parks for visitors from the south. This park is very popular with tourists and locals who utilize it for both day use and overnight stays. The campground is approximately 140 acres with 200 campsites that

accommodate everything from tents to large RVs. It features an 80 acre lake, with seasonal motorized boat use, an ADA fishing dock, and boat launching facilities. The lake is periodically stocked with fish by the California Department of Fish and Wildlife.

- ***Portagee Joe Campground*** – The name is a reminder of the people who came to the valley as shepherders, miners, ranchers, and farmers, and whose descendants are still here. Sitting at the foot of the Alabama Hills, it provides travelers a less extreme stay after leaving Death Valley. It is a small park that is very quiet and intimate with 22 campsites. It is nestled between the Alabama Hills and the town of Lone Pine. The entrance to the park is from Tuttle Creek Road which forms a part of the Alabama Hills Scenic Route.
- ***Spainhower Park (Lone Pine Park)*** – Historically, this park had a strong connection to the military, with a US Navy jet in the park for many years. That prominent place has faded over the years, and the space was converted to tennis courts. The park sits on the north end of the community and is a gathering place for residents and a beautiful stop for travelers needing a meal and rest from the road.
- ***Independence Park*** – This is a small park on the south end of town that is primarily used as a rest stop by Highway 395 travelers. The green setting and view of the rugged mountains and high desert valley is very refreshing.
- ***Independence Creek Campground*** – Several bedrock mortars can be found along the creek, which testify to the area's use by Native Americans in the past. Ranchers drove cattle and sheep through the area on what is still a legal driveway, though rarely used. It is located on the edge of the town of Independence. It is a small campground of about 20 acres with 29 campsites. The Eastern California Museum is a quarter of a mile away and there is a trail that connects the museum to the campground and provides access to the bedrock mortars.
- ***Dehy Park*** – This park has an historic railroad connection. It was the home of the Slim Princess Engine #18 until it was restored and moved to the Eastern California Museum. Now it now houses a railroad boxcar. This park is used by some travelers as a rest stop, and it is heavily used by local community members for a variety of events and festivals throughout the year.
- ***Taboose Creek Campground*** – Taboose is a plant root, used in Native American food. The park sits at the edge of a highly visible black lava flow and is surrounded by varicolored cinder cones of old volcanic activity. These rock formations make the location geologically interesting and unique. The campground sits west of Highway 395, and north of Independence in an open area on Taboose Creek with spectacular views in all directions. The creek provides good fishing and the open land is very attractive to OHV users. The campground covers 15 acres with 36 campsites.

- ***Tinnemaha Creek Campground*** – Tinnemaha was named after a local Native American leader. In the 1800s the area was a flourishing farm called Red Mountain Fruit Ranch. Remnants of the orchards, building foundations, and the stone entrance pillars are still visible within the boundaries of the park. The campground is about 4 miles north of Taboose Creek Campground and is set in open, rolling country sheltered behind Poverty Hills. It covers 25 acres and has 35 spaces.
- ***Mendenhall Park*** – While the park is adjacent to Highway 395, the focus of the park is local sports activities, with Little League fields, and two playground facilities. This park provides the residents of Big Pine with a much needed sports complex. Occasionally, this park has been used as a staging area for emergency responders.
- ***Baker Creek Campground*** – The park has a varied topography with rock formations and mature trees. The sight and sound of cascading water is almost everywhere in the park which is covered with lush tree and vegetative covering. The well-stocked ponds and streams provide good fishing. This is also a popular location for birders. This campground covers about 25 acres and has 43 campsites.
- ***Izaak Walton Park*** – This park is all about fish, specifically native Brown Trout. In 1913, Izaak Walton penned “The Complete Angler,” one of the most reprinted books in the history of British letters. During the 1940s and 50s, the Izaak Walton League became active in Bishop, and in the 1950s, LADWP leased this land to the Bishop Izaak Walton League in its quest to protect and enhance upland game species of the region. Over the years, it has become a popular place for family barbeques, parties, weddings and other special events.
- ***Starlite Park*** – This park was developed as part of a new subdivision. Planning regulations included recreational space, providing adult and youth activities. This was done successfully with a tennis/basketball court and a youth playground. The main users of this park are residents of the subdivision.
- ***Millpond Recreation Area*** – It is a regional park facility with a pond which was once the site of an old sawmill. The physical remnants of the site’s historic past contribute to its ambiance. The pond is a central feature of the facility and many activities revolve around it. It is a large park on 125 acres and located adjacent to a concessioner run campground. It is one of the most heavily used facilities that is enjoyed by both locals and visitors.
- ***Pleasant Valley Campground*** – The name evokes a peaceful and relaxing image. It is a rustic, quiet campground along the Owens River and includes spawning grounds for the native Brown Trout. The Department of Fish and Wildlife maintains a spawning channel for the trout in an old oxbow of the river immediately upstream from the campground. It is located on the north end of Bishop on the Owens River, just below Pleasant Valley Dam. It has 30 acres and 75 campsites.

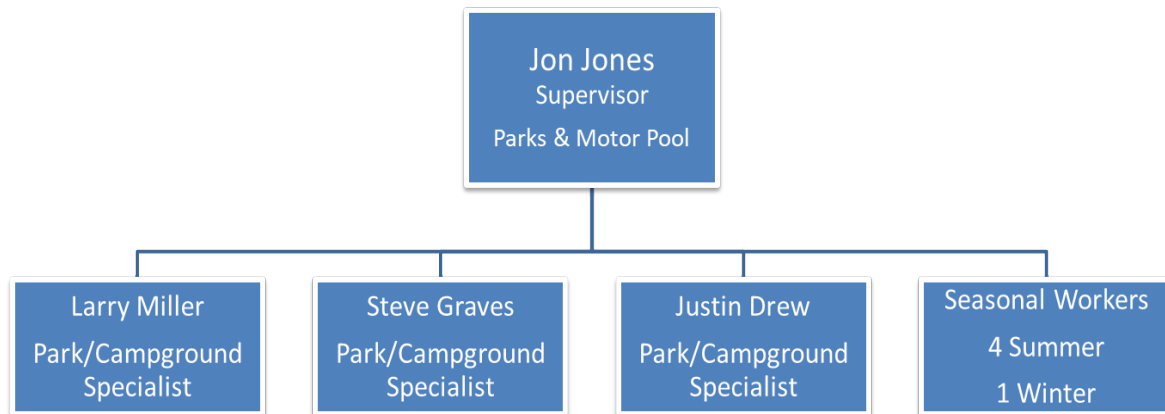


Inyo County’s 11 campgrounds and 7 parks span 250 miles from Tecopa to Bishop. The 11 campgrounds have over 900 campsites that serve approximately 40,000 users annually. Concessionaires operate 4 of these while the other 7 are operated by county staff. Additionally, there are 7 County Parks that cover more the 450 acres. Maintaining and improving such a large system requires substantial effort and resources.

**Field Staff and Current Duties**

Field staff includes the County Park Supervisor (who also manages the County Motor Pool), three full-time Park/Campground Specialists, and 5 seasonal workers; 4 in the summer and 1 in the winter. The summer seasonals maintain grounds and facilities, keeping them clean and safe for our visitors and citizens. The winter seasonal assists with repair and construction with the objective of completing larger projects during the winter when there are fewer visitors.

**Parks and Campgrounds Field Staff**



Put another way, 6.25 FTEs are maintaining 14 facilities in the second largest county in the State, which covers over 10,000 square miles. The team provides basic maintenance and repairs along with capital projects when time allows. When equipment or infrastructure fails or inclement weather causes safety issues, daily maintenance is sacrificed. In order to formulate a plan going forward, it is important to see how the current staffing and workload breaks down. The table below is the result of a short time study that was extended mathematically to represent a year. It is an abbreviated summary of timesheets, detailed by task, that each field employee completed.

## Field Staff Duties

Tasks	Hours	FTEs
<b><u>Landscape Maintenance</u></b> – mowing 450 acres, fertilizing, tree trimming, removing leaves, weeding, maintaining and replacing grass & plants	3,944	1.9
<b><u>Janitorial</u></b> – clean restrooms and replace supplies, trash collection	3,324	1.6
<b><u>Equipment Maintenance</u></b> – sprinkler systems, lighting, playground equipment, fire rings, mowers, tractors, etc.	1,210	.58
<b><u>Building and Structure Maintenance</u></b> – painting, plumbing, repairs, signage maintenance, road maintenance, water systems	504	.24
<b><u>Customer Service</u></b> – provide camper assistance, answer phone calls, patrol campsites	2,172	1.04
<b><u>Administration</u></b> – paperwork, travel time, sick leave, vacations, scheduled breaks	1,860	.89
<b>TOTAL</b>	13,014	6.25

The conclusion is that there is no excess capacity to execute a plan that includes capital improvements or enhancements unless we eliminate some nagging problems that continue to take unplanned time and compromise efficiency such as broken water pipes or failing equipment.

Currently, staff is analyzing new organizational structures for the Parks and Recreation department. Preliminary discussions are leaning towards a proposal to add a position and divide the department into a grounds maintenance division and a repairs and capital projects division. The plan will be refined as the overarching philosophy and long term plan for recreation facilities becomes clearer.

### **Completed and Ongoing Projects**

When it comes to County services, it is tempting to focus on what is not getting done because we provide a huge range of services with relatively few employees. Parks and Campgrounds is no exception, so before we move into a discussion about future projects, highlights of recently completed projects and ongoing projects are listed below.

**Completed Projects:** In recent years, the County has made several improvements to parks and campgrounds. Advances have also been made in the way services are provided to the public. Some examples follow.

- Disk Golf course at Millpond is complete and heavily used.

- Irrigation systems at Millpond and Mendenhall Park were rebuilt.
- Fertilizer injection system installed at Millpond and Diaz Lake so nutrients are now distributed through the sprinklers rather than being manually distributed freeing up staff time for other projects.
- Vault toilet at Pleasant Valley Campground was moved to protect the facility from erosion of the river bank during heavy rains.
- Water well, solar well house and an Old West style water tank were installed at Taboose Creek.
- Vintek cash and credit card machines are now installed at all campgrounds except Independence Creek and Portagee Joe's.
- New security cameras have been placed at several facilities to provide security from theft and vandalism.
- Reserve America campground reservation system is now utilized. This required campsites to be moved, defined, numbered and mapped.
- Equipment storage vaults were installed at Diaz Lake and Millpond.

**Ongoing Projects:** Some notable projects that are scheduled to be completed this year follow.

- Water system at Diaz Lake – plans are in engineering and grant application is due in January 2020. Funds are per capita allocation from Prop 68.
- Non-motorized boat launch at Diaz Lake with disabled launch – plans are 90% complete and project is expected to be done this year. This project is funded by a grant from California Department of Boating and Waterways.
- Dog Park at Spainhower Park – the plans are substantially complete and completion is expected this summer. Funding is appropriated in the current budget.
- Remodel one restroom at Pleasant Valley and two at Diaz Lake (entrance and campground) – approximately 40% complete.
- Installation of recycling trash cans at all locations – approximately 60% complete.
- Reroofing projects countywide: Millpond baseball dugouts, restroom, and shade cover on beach; Izaak Walton Park Restroom, Dehy Park restroom, Independence Park restroom, Diaz lake office and entrance restrooms.

**Recommended for Fiscal Year 2019-20 Appropriation (\$250,000):** During the 2019-20 Budget Hearings, a \$250,000 transfer into the Parks Rehabilitation Trust was approved. Preliminary feedback regarding the best use of this money can be divided into two categories: projects with an immediate and noticeable impact and support for long-term improvements. Of course, other ideas will be welcome during the workshop.

**Recommendations for immediate impact projects:**

- Replace the Gazebo at Spainhower Park.
- Railroad theme stage at Dehy Park.
- Redo the ballpark at Mendenhall Park.
- Repair and reroute electrical lines at Mendenhall Park.

- Remove the old barbeque and replace the well house at Izaak Walton Park.

**Support for long-term improvements:**

- Set aside for grant matches.
- Use for deferred maintenance such as tree maintenance, re-roofing structures; or repair or replace water lines.

**Statement of Philosophy for Park Maintenance and Improvement:**

As we move from information to action, agreeing on a Statement of Philosophy is the critical next step before developing an executable work plan and allocating the appropriate resources. Therefore, we ask your Board to consider the following, or a similar Statement of Philosophy, including Guiding Principles, for providing direction in decisions related to funding levels, staffing levels and project choices moving forward.

The Guiding Principles are presented in order of importance and projects will be prioritized accordingly. For example fixing water systems that are constantly breaking will be higher priority than beautiful entrance signs. Threats to health and safety will always be dealt with immediately and are therefore not listed as one of the guiding principles. A sample Statement of Philosophy is provided below.

**Inyo County Statement of Philosophy for Park Maintenance and Improvement**

*Inyo County Parks and Recreation provides a critical role in enhancing the well-being and quality of life of our residents and visitors by creating safe, inviting and beautifully maintained parks and campgrounds. Inyo County leaders and staff will use the following guiding principles to prioritize tasks and projects while striving for excellence in County park and campground operations and maintenance.*

**Guiding Principles:**

1. *Fix or replace things that will result in less long-term maintenance and free up time for better park and campground care. This includes items such as tree maintenance and replacement, major repairs and replacement of water systems, and re-roofing structures that are constantly being repaired.*
2. *Customer enhancements – complete visible projects that make the parks and campgrounds more attractive and/or convenient for users. Examples include uniform signage with a County branding scheme, more attractive and inviting entrances to parks and campgrounds, dumpster enclosures and new playgrounds.*
3. *Non Critical Infrastructure and deferred maintenance such as paving roads, developing day use areas, and adding footbridges.*
4. *Available funding – complete high priority projects when grants or other funding is available. Increase priority to meet grant restrictions and deadlines. Staff will be vigilant in researching grants and applying for funding that will solve identified issues and enhancements, but will not create new projects solely because there is grant*

*funding available. When recommending grants, staff will prioritize based on the criteria above when multiple grants become available concurrently.*

## **Potential Future Projects**

Once the Statement of Philosophy is adopted, potential projects will be sorted and prioritized into an action plan. The list of potential projects is presented as Appendix A. It is an extensive list that is intended to be separated from this report and used as a working guide to be prioritized, executed and serve as a benchmark for future progress. This list was started in 2018 and was updated for this report with some projects moving to completed or in process and some new ones added. In 2018, there was a rough financial estimate to complete all projects of \$3.6 million. That appears to be a low estimate and with the new additions and growth in pricing of materials and labor, the estimate is probably closer to \$5 million. As projects and priorities become more clearly defined, so will this number.

Regardless, it is a big number and not achievable with current staffing and budget resources. Therefore, this discussion would not be complete without considering what additional financial and human resources might be available. While the list below is not comprehensive, it is a start.

## **Potential Resources**

### **Human Resources:**

- Internship program – This would be an opportunity for local youth to gain job skills and provide a valuable service to the County.
- California Conservation Corps – Can be unreliable because firefighting is priority, so non-urgent capital projects or maintenance projects such as picnic table restoration and maintenance would be ideal.
- Prisoners – Experience shows that they are an excellent resource when they are available.
- WRAP Workers
- Campground Hosts

### **Financial Resources:**

- Grants – Besides the Per Capita allocation that staff is currently working on, Prop 68 has a competitive grant that staff will pursue when the application period opens. Department of Boating and Waterways has been a source for the Diaz Lake boat ramp and has potential for other projects. Staff is researching other possibilities.
- Raise Fees
- Explore implementing Transient Occupancy Tax on overnight camping – this would help cover the burden campers put on our systems such as solid waste, roads and maintenance of the campgrounds they use. This will require Board approval and a vote of the people.

Inyo County has a tremendous asset in its recreation facility system that we are all committed to maintaining and enhancing. It is anticipated that this report will serve as a reference and provide the basis to adopt a common philosophy for a comprehensive park and campground improvement plan that will be reasonable and achievable for many years to come.

**Appendix A**  
**Listing of Potential Park Projects by Location**

**Universal Improvements:**

**Signage**

Create an Inyo County brand for parks and campgrounds by creating a uniform design that displays the same logo, lettering, information and colors at the entrance of each facility. Also provide directional signs from highway 395 to the park entrances to reduce confusion in finding parks.

**Information Kiosks**

Create uniform information stations with QR scans where guests can learn about the immediate facility and all County facilities and other interesting County attractions.

**Tree Maintenance**

Universal tree maintenance is overdue and once performed, will free up staff time since maintenance is done as needed on individual trees.

**Dumpster Enclosures and Recycling Services**

Dumpsters are unsightly out in the open.

**Re-roof Structures**

Almost all structures in the park system are in need of re-roofing: ball field dugouts, shade structures, office/maintenance structures and restrooms.

**Adjust Campsites**

All campsites need to be between 20 and 50 feet from water banks for safety and environmental purposes. Leases with LADWP indicate distance requirements.

**Replace Playground Equipment**

Replace equipment with updated models that meet current standards

**Diaz Lake Campground - 200 campsites on approximately 140 acres**

**Replace Water System**

The system is old and breaks often. Currently, there is not potable water. Frequent breaks in the irrigation system required frequent, unplanned staff time that could be better used on improvements.

**Restrooms/Showers**

Rehab both restrooms and add showers.

**Add Vault Toilet**

The North side of the park needs restroom facilities

**New Gazebo**

This area is heavily used for group activities. It is worn out and needs to be replaced.

**Fish Cleaning Area**

This is a valuable amenity that is heavily used

**Beach Day Use Area**

Needs rehabilitation

**Remove Bulrush**

Lake access is impeded by the overgrowth of bulrush. The disabled fishing platform has become inaccessible.

**Improve Roads**

Repave or rehabilitate with surfaces that will be easier to maintain and mitigate dust



## **Portage Joe Campground - 22 Campsites**

### **Foot Bridges**

One additional foot bridge would provide better access to restrooms that are located north of the channel.

### **Shade Structure**

The day use area that was created by converting campsites would greatly benefit from a shade structure to add comfort and relief from the direct sun.

## **Independence Creek - 29 campsites on approximately 20 acres**

### **Footbridges**

Footbridges over the creek are a nice feature of this park that are near the end of life and need to be replaced.

### **Campsite tables**

Tables need to be repaired. Replacing with more sturdy tables would be better.

### **Concrete Fires Rings**

Metal barbeques should be replaced

### **Fish Cleaning Area**

This is a valuable amenity that is heavily used

### **Vintec Machines**

Automated fee collection stations have been installed in most County campgrounds

### **Star Park**

This project is in process. Concrete telescope pads have been installed and car barriers and signage are being worked on currently.

## **Taboose Creek - 36 campsites on approximately 15 acres**

### **Day Use Area Development**

Current day use areas are underdeveloped and need shade structures

### **Fish Cleaning Area**

This is a valuable amenity that is heavily used

### **Footbridges**

Footbridges over the creek are a nice feature of this park that are near the end of life and need to be replaced.

### **OHV Signage and Way Finding**

OHV usage is increasing in this campground and users and the environment would greatly benefit from directional signs and way finding.

## **Tinemaha Creek - 35 campsites on approximately 25 acres**

### **Day Use Area Development**

Current day use areas are underdeveloped and need shade structures

### **Water Tank Tower**

There is a new well drilled that needs a water tank and solar powered well house.

### **Footbridges**

Footbridges over the creek are a nice feature of this park that are near the end of life and need to be replaced.

### **Road Repairs**

Roads are dusty and have potholes that need to be repaired

### **OHV Signage and Way Finding**

OHV usage is increasing in this campground and users and the environment would greatly benefit from directional signs and way finding.

## **Baker Creek - 43 campsites on approximately 25 acres**

### **Water Tank Tower**

There is a new well drilled that needs a water tank and solar powered well house.

### **Footbridges**

Footbridges over the creek are a nice feature of this park that are near the end of life and need to be replaced.

### **New Paths and Trails**

An integrated trail system where connect different areas of the park. This is important because vault toilets are not evenly distributed.

## **Pleasant Valley - 75 campsites on approximately 30 acres**

### **Day Use Area at Dam**

Developing the dam area so people using the trail above the dam for biking, walking and fishing would have a place to congregate and picnic would add tremendous value.

### **Tree Planting**

Trees that were destroyed during the fire need to be replaced

### **Walk in tent sites**

This would be an excellent location to accommodate hikers passing through the area.

### **Repair Bridge**

This old bridge survived the fire, but needs repairs and updates

### **Road Repairs**

Roads are dusty and have potholes that need to be repaired

## **Lone Pine Park**

### **Dog Park**

Plans for the dog park are almost complete, including moving and upgrading the water lines to the park. This project is expected to be completed within the fiscal year.

### **Irrigation and Turf Replacement**

Lines need to be repaired or replaced. The system leaks and needs frequent repairs resulting in unplanned loss of productivity for other maintenance and upgrade projects. Once the irrigation is done, turf needs to be replaced.

### **Tennis Court Surface and Lighting**

Lighting needs to be upgraded and converted to dark sky lighting. Minor surface repairs are needed to the courts.

### **Gazebo**

The gazebo is completely worn out. It is heavily used and needs to be replaced with a new structure, including lighting and electrical outlets.

### **Barbeque Pits**

Pits need to be upgraded and replaced

### **Lighting**

Lights needs significant repairs and upgrades, including dark sky compliance.

### **Creek Repairs**

The sharp bend in the creek has been contained with k rails, but a pond would be more attractive and provide a place for kids to wade.

## **Independence Park**

### **Restrooms**

Facilities need to be rehabilitated and upgraded.

### **Parking**

Currently, the only parking is on the street. Creating head-in parking would add value.

### **Tables**

Concrete tables would be a nice feature for people traveling through town that need to stop for rest and a meal.

### **Lighting**

Dark sky lighting would make the park more visible to travelers.

## **Dehy Park**

### **Box Car Stage**

Using the existing railroad box car, create a stage for local events around the railway theme.

### **Improvements Across the Creek**

The footbridge was replaced, so now it would be valuable to make improvements near the existing horseshoe pits.

### **Restrooms**

Restrooms are old and dilapidated, needing to be replaced or updated.

### **lighting**

The community has voiced a desire to convert the lighting to dark sky compliant and add two additional lights.

## **Mendenhall Park**

### **Irrigation**

Controls need to be upgraded for grassy areas and ball field

### **Little League Field**

Field needs to be completely redone. It needs to be leveled, new infield and outfield dirt applied and turf re-installed.

### **Delineation Parking**

Clearly defined parking will improve safety and enhance entries and exits.

**Remove Light Poles**

Old poles need to be removed and replaced with dark sky lighting

**Drinking Fountains**

Old drinking fountain needs to be replaced and additional fountains should be considered.

**Isaac Walton Park****Restrooms**

Repair or replace and modernize bathrooms

**Turf**

Turf needs replacement

**Old Barbeque Grill**

Needs to be removed.

**Wellhead Dog House**

This structure needs to be rebuilt to protect it from the elements.

**Starlight Park****Delineation Parking**

Clearly defined parking will improve safety and enhance entries and exits.

**Millpond Recreation Area****Vehicle Delineation**

The barrier for motorized vehicles needs to be replaced for most of the park. This includes the borders for driveways, roads and parking lots. There are numerous areas with no barriers present. Vehicle traffic needs to be restricted to designated areas.

**Restrooms**

Replace restroom with a modern facility that will accommodate heavy usage.

**Repair Septic**

The current leach field needs to be fixed along with the sewer lines. Piping is old and deteriorating and the leach field needs to be updated to meet regulations. This should be done in conjunction with replacing restrooms.

**Roads**

All roads are in a state of disrepair and need to be repaved or graveled.

**Horseshoe Pitches**

Horseshoes has declined in popularity, so most of the 50 horseshoe pitches should be removed and those remaining should be upgraded. Additionally, the lights should be repaired, replaced or removed.

**New Ball Courts**

Ball courts should be analyzed and changed to support modern community needs. For example, Bocce Ball or Pickle Ball courts might be popular. Community workshops would be a good way to inform this decision

**Beach Shade Structures**

The existing shade structures have been repaired numerous times, are near the end of their useful lives and should be replaced.

**Resurface Tennis Courts**

Based on community use and demand, courts should be resurfaced or replaced with something that is more in demand.

**Trails**

The size and location of this park make pathways with way finding signs and exercise stations ideal.

**Replace Trees**

Old trees that are at the end of their life need to be replaced

**Soccer**

The County could use another soccer field and the Millpond would be a good location.

**Turf**

Consider replacing or aggressively rehabbing the turf on all ball fields and in other locations throughout the park.

**Pond**

The pond needs aquatic vegetation removed and the intake needs to be cleared and rehabilitated.

**Stage/Amphitheater**

This is a great location for festivals and concerts and a permanent stage or amphitheater would support these activities.



# County of Inyo



## Health & Human Services

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** December 17, 2019

**FROM:** Lucy Vincent

**SUBJECT:** Approval of Contract between County of Inyo and Brian McKinney, M.D. Inc. for psychiatry services at Inyo County Jail.

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**RECOMMENDED ACTION:**

Request Board ratify and approve the contract between the County of Inyo and Brian McKinney, M.D. Inc. for jail psychiatry services in an amount not to exceed \$5,000.00, for the period of July 1, 2019 to September 30, 2019, and authorize the County Administrative Officer to sign the contract and HIPPA Business Associate Agreement.

**SUMMARY/JUSTIFICATION:**

This contract comes to you late as the contractor, Dr. Brian McKinney, was unsure whether he wanted to move forward with the provision of psychiatry services for the County in FY 2019/2020. Last year, Dr. McKinney provided telemedicine psychiatry services for the Inyo County Jail inmate population. These services were provided to an average of 10-12 inmates at any time and included medication assessment as well as consultation. Services provided were well received by inmates and Dr. McKinney worked well with the Jail Nurse. Ultimately, Dr. McKinney decided not to pursue further work in Inyo but agreed to provide jail psychiatry services until the end of September in order to assist with care while other alternatives were explored. We appreciate the services provided by Dr. McKinney during this time.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

You could choose not to ratify this contract. An alternative method to pay for these services would need to be identified.

**OTHER AGENCY INVOLVEMENT:**

Inyo County Jail and other HHS programs involved in inmate services.

**FINANCING:**

Mental Health realignment funds as allowed in a correctional setting. This contract is budgeted in Mental Health (045200) in Professional Services (5265). No County General Funds.

**ATTACHMENTS:**

1. McKinney Contract FY19-20
2. Business Agreement

**APPROVALS:**

Lucy Vincent	Created/Initiated - 11/27/2019
Darcy Ellis	Approved - 12/3/2019
Marilyn Mann	Approved - 12/4/2019
Meaghan McCamman	Approved - 12/5/2019
Melissa Best-Baker	Approved - 12/6/2019
Lucy Vincent	Approved - 12/9/2019
Marshall Rudolph	Approved - 12/9/2019
Sue Dishion	Approved - 12/9/2019
Amy Shepherd	Approved - 12/10/2019
Marilyn Mann	Approved - 12/10/2019
Rhiannon Baker	Final Approval - 12/10/2019

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Brian J. McKinney, MD. Inc.  
**FOR THE PROVISION OF** Psychiatry **SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Psychiatry services of Brian McKinney, MD. Inc. of Westlake Village, Ca (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Gail Zwier, Ph.D, whose title is: HHS Deputy Director of BH. 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 7/1/2019 to 9/30/2019 unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A 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 Five Thousand (\$5,000) Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

#### **4. WORK SCHEDULE.**

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

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

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

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from

receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

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

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

**7. COUNTY PROPERTY.**

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

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

**8. WORKERS' COMPENSATION.**

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

**9. INSURANCE.**

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

**10. STATUS OF CONTRACTOR.**

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

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

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

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

#### 11. DEFENSE AND INDEMNIFICATION.

Contractor shall 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.

#### 12. RECORDS AND AUDIT.

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

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

#### 13. NONDISCRIMINATION.

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

#### 14. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor 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.

#### 15. 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.

**16. DEFAULT.**

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon 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.

**17. WAIVER OF DEFAULT.**

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

**18. CONFIDENTIALITY.**

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

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

**19. CONFLICTS.**

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

**20. POST AGREEMENT COVENANT.**

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

**21. SEVERABILITY.**

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

**22. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding 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-three (23) (Amendment).

**23. AMENDMENT.**

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

**24. NOTICE.**

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

County of Inyo	
Health and Human Services-BH	Department
<u>162 J Grove St.</u>	Street
<u>Bishop, CA 93514</u>	City and State

Contractor:	
<u>Brian J. McKinney, MD, Inc.</u>	Name
<u>2945 Townsgate Rd., STE 200</u>	Street
<u>Westlake Village, Ca 91361</u>	City and State

**25. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO  
AND Brian J. McKinney, MD. Inc.**  
FOR THE PROVISION OF Psychiatry SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS  
THIS 17 DAY OF October, 2019

COUNTY OF INYO

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

\_\_\_\_\_  
Print or Type Name

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

CONTRACTOR

By: B. McKinney  
Signature

Brian McKinney  
Print or Type Name

Dated: 10/17/19

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** Brian J. McKinney, MD. Inc.  
**FOR THE PROVISION OF** Psychiatry **SERVICES**

**TERM:**

**FROM:** 7/1/2019      **TO:** 9/30/2019

**SCOPE OF WORK:**

Provide psychiatric medication assessment and medication support services for inmates at Inyo County Jail and Inyo County Juvenile Center as assigned. Services to be provided either in-person or through telemedicine equipment on a monthly basis. Provide telephonic direction, consultation, and support to Corrections Nurse, Behavioral Health Nurses and related providers as assigned through the Inyo County HHS Deputy Director of Behavioral Health. Complete related documentation for prescriptions and continuity of care in accordance with the Provider Manual. Monthly hours not to exceed 8 hours.

Contractor agrees to enter into HIPAA Business Associate Agreement herin attached.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Brian J. McKinney, MD. Inc.

**FOR THE PROVISION OF** Psychiatry **SERVICES**

**TERM:**

**FROM:** 7/1/2019 **TO:** 9/30/2019

**SCHEDULE OF FEES:**

\$200 per hour all inclusive



**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Brian J. McKinney, MD. Inc.  
FOR THE PROVISION OF Psychiatry SERVICES**

**TERM:**

**FROM:** 7/1/2019      **TO:** 9/30/2019

**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.

**COUNTY OF INYO**  
**HIPAA BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”) is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as Covered Entity (“CE”), and \_\_\_\_\_, referred to herein as Business Associate (“BA”). This Agreement is effective as of \_\_\_\_\_, (the “Agreement Effective Date”).

**RECITALS**

CE wishes to disclose certain information to BA pursuant to the terms of the contract between BA and the California Institute of Mental Health (“CIMH”), herein referred to as (“Contract”), some of which may constitute Protected Health Information (“PHI”) defined below.

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

**1. Definitions**

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

- g. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

## 2. **Obligations of Business Associate**

- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CIMH to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its

obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individuals' authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Agreement [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

- j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.



- o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, and (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement. BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

### 3. Termination

- a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

### 4. Disclaimer

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

### 5. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract of Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately

safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

**6. Assistance in Litigation of Administrative Proceedings**

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA by the BA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

**7. No Third-Party Beneficiaries**

Nothing express or implied in the Contract or Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

**8. Effect on Contract**

Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Contract shall remain in full force and effect.

**9. Interpretation**

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

COVERED ENTITY

BUSINESS ASSOCIATE

County of Inyo

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

By: Brian McKinney

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

Print Name: Brian McKinney

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

Title: Psychiatrist

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

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



# County of Inyo



## Health & Human Services

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** December 17, 2019

**FROM:**

**SUBJECT:** Ratify and Approve the payment of \$1,633 of per diem costs to Maria Serna for the period of FY 16/17 through FY 18/19.

---

**RECOMMENDED ACTION:**

Request Board ratify and approve the payment of \$1,633.00 to Maria Serna for per diem reimbursement for the period of FY 16/17 through FY 18/19.

**SUMMARY/JUSTIFICATION:**

Maria Serna, a Program Services Assistant in our Aging Services programs, provided same day medical transportations and delivery of frozen meals to Tecopa during the period of September 2016 through June 2019. Each of these one day trips exceeded 75 miles one way from her workplace, making her eligible for per diem reimbursement, however Ms. Serna was not aware of her eligibility for reimbursement.

This issue was brought forward to the Department when Ms. Serna realized that she was eligible for reimbursement. The department, in coordination with the employee, reviewed motor pool logs for the identified time period to determine the total amount of reimbursement owed to Ms. Serna. The amount owed is outlined below:

FY 16/17	17 trips	\$554.67
FY 17/18	26 trips	\$789.33
FY 18/19	9 trips	<u>\$289.00</u>
	TOTAL	\$1,633.00

The Department respectfully requests your Board ratify and approve this reimbursement payment to Maria Serna consistent with any County or legal requirements.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

NA

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to authorize the payment which may result in non-compliance with laws governing this type of reimbursement.

**OTHER AGENCY INVOLVEMENT:**

NA

**FINANCING:**

This expense will be paid out of IC-GOLD (056100) in object code Travel (5331), as these are expenses for prior fiscal years that cannot be claimed through ESAAA (683000) due to state and federal funding claiming restrictions.

**ATTACHMENTS:**

**APPROVALS:**

Marilyn Mann	Created/Initiated - 12/11/2019
Darcy Ellis	Approved - 12/11/2019
Marilyn Mann	Approved - 12/11/2019
Sue Dishion	Approved - 12/11/2019
Amy Shepherd	Approved - 12/11/2019
Marshall Rudolph	Final Approval - 12/11/2019



# County of Inyo



## Health & Human Services - Fiscal DEPARTMENTAL - ACTION REQUIRED

**MEETING:** December 17, 2019

**FROM:**

**SUBJECT:** Request your Board ratify and approve purchases from Pueblo Hotel Supply in the amount of \$14,190.37.

---

**RECOMMENDED ACTION:**

Request Board ratify and approve purchases from Pueblo Hotel Supply for kitchen equipment in the amount of \$14,190.37.

**SUMMARY/JUSTIFICATION:**

County Purchasing Policy indicates that any department wide purchases from one vendor for over \$10,000 must be approved by the Board. HHS has 23 individual budgets that it oversees.

Older kitchen equipment in our Lone Pine Senior Center has broken and has been deemed not repairable. We purchased a large skillet in early December that cost over \$6,000. When quotes for the oven, which has since completely failed, were sent out, the same vendor was the lowest bidder, resulting in the amount taking us over the \$10,000 threshold for the vendor.

We are requesting that you ratify the skillet purchase in the amount of \$6,898.01 and approve the purchase of an oven in the amount of \$7,292.36 from Pueblo Hotel Supply.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could decide not to approve this request which would result in our Department having to seek other options for food preparation in our Lone Pine.

**OTHER AGENCY INVOLVEMENT:**

None.

**FINANCING:**

General fund and donations. This equipment is being purchased with monies in the Senior Citizens Trust (506903) and the county general fund budget ICGOLD (056100) in object code Equipment (5650)

**ATTACHMENTS:**

**APPROVALS:**

Melissa Best-Baker  
Darcy Ellis  
Marilyn Mann  
Melissa Best-Baker  
Amy Shepherd  
Rhiannon Baker

Created/Initiated - 12/11/2019  
Approved - 12/11/2019  
Approved - 12/11/2019  
Approved - 12/11/2019  
Approved - 12/11/2019  
Final Approval - 12/11/2019



# County of Inyo



## County Administrator - Emergency Services

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** December 17, 2019

**FROM:** Kelley Williams

**SUBJECT:** Amend Fiscal Year 2019-2020 Budget to receive California Department of Fish and Wildlife - Oil Spill Prevention Response Grant funds and authorize the creation of a new budget to disburse the funds

---

**RECOMMENDED ACTION:**

Request Board amend the Fiscal Year 2019-2020 Budget as follows: A) create a new budget titled CDFW-Oil Spill Prevention Response Grant (budget number to be determined by the Auditor-Controller); and B) increase revenue in State Grants (Revenue Code #4498) by \$35,000 and increase appropriation in Equipment (Object Code #5650) by \$35,000 (*4/5ths vote required*).

**SUMMARY/JUSTIFICATION:**

On July 2, 2019, your Board approved Resolution 2019-29, entitled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, to Accept Grant Funds from the California Department of Fish and Wildlife, Office of Oil Spill Prevention Response, for Oil Spill Response Equipment".

The CDFW-Oil Spill Prevention Response grant provides a non-matching funding opportunity for Inyo County to purchase oil spill response equipment. This equipment can be deployed anywhere throughout the region to help protect local resources in the crucial minutes and hours before a full oil spill response team arrives on scene for appropriate clean up.

The fully executed California Department of Fish and Wildlife Agreement #Q1975068 has been received. A new budget must now be created to appropriately disburse these grant funds.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

Resolution 2019-29, entitled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, to Accept Grant Funds from the California Department of Fish and Wildlife, Office of Oil Spill Prevention and Response, for Oil Spill Response Equipment" was approved by the Board on July 2, 2019 and authorized the County Administrative Officer/Director of Emergency Services to accept the \$35,000 in grant funds and sign any and all grant funding agreements and accompanying documents.

The CDFW Grant agreement and all accompanying documents have been signed and received by both parties.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to accept the California Department of Fish and Wildlife grant funds, but this is not recommended at this time. This is an excellent and infrequent opportunity to receive non-matching funds that

can be used to purchase emergency response equipment. This equipment can be deployed immediately throughout the region.

**OTHER AGENCY INVOLVEMENT:**

Inyo County Office of Emergency Services, Sheriff's Office, Public Works-Road Department, Environmental Health, Risk Department and local Volunteer Fire Departments.

**FINANCING:**

Grant is 100% funded through the California Department of Fish and Wildlife. The Grant performance period is July 2019 through June of 2020

**ATTACHMENTS:**

1. 20190702OilSpillGrantResolution#2019-29
2. Fully Executed Grant Agreement

**APPROVALS:**

Kelley Williams	Created/Initiated - 12/5/2019
Darcy Ellis	Approved - 12/5/2019
Denelle Carrington	Approved - 12/5/2019
Kelley Williams	Approved - 12/5/2019
Marshall Rudolph	Approved - 12/6/2019
Amy Shepherd	Approved - 12/6/2019
Sue Dishion	Approved - 12/6/2019
Clint Quilter	Final Approval - 12/6/2019



# *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 2<sup>nd</sup> day of July 2019 an order was duly made and entered as follows:

*Emergency Services – Oil Spill Grant/Reso # 2019-29*

Supervisor Griffiths and moved by Supervisor Totheroh to: A) approve Resolution No. 2019-29, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, to Accept Grant Funds from the California Department of Fish and Wildlife, Office of Spill Prevention and Response, for Oil Spill Response Equipment," and authorize the Chairperson to sign; and B) appoint the County Administrative Officer/Director of Emergency Services as the authorized agent to accept the \$35,000 in non-matching grant funds and sign any and all grant funding agreements and accompanying documents. Motion carried unanimously 4-0, with Supervisor Tillemans absent.

WITNESS my hand and the seal of said Board this 2nd  
Day of July, 2019

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Emergency Services Other: DATE: July 2, 2019



CLINT G. QUILTER  
Clerk of the Board of Supervisors

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

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



## AGENDA REQUEST FORM

BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

11

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

**FROM:** County Administrator/Office of Emergency Services

**FOR THE BOARD MEETING OF:** July 2, 2019

**SUBJECT:** Resolution to accept grant funds from the California Department of Fish and Wildlife, Office of Spill Prevention and Response, and designate the Inyo County Administrative Officer/Director of Emergency Services, as the County's Authorized Agent for executing actions necessary to accept the grant funding through the California Department of Fish and Wildlife.

### DEPARTMENTAL RECOMMENDATION

Request your Board:

- A) Approve Resolution No. 2019-XX entitled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, to Accept Grant Funds from the California Department of Fish and Wildlife, Office of Spill Prevention and Response, for Oil Spill Response Equipment"; and
- B) Appoint the Inyo County Administrative Officer/Director of Emergency Services, as the authorized agent to accept the \$35,000 in non-matching grant funds and sign any and all grant funding agreements and accompanying documents.

### SUMMARY DISCUSSION

In October of 2018, the Inyo County Office of Emergency Services (OES) was contacted by the California Department of Fish and Wildlife-Office of Spill Prevention and Response (CDFW-OSPR), with information about a grant opportunity being offered to local governments. The grant offered \$35,000 in non-matching funds to be used towards the purchase of oil spill response equipment that would help protect local resources in the crucial minutes and hours before a full response team is able to arrive. In some situations, response for any kind of significant oil spill emergency here in Inyo County could be at least 3 hours away.

In response to the grant opportunity, Inyo County OES immediately submitted a grant application to become eligible as one of those few local governments that would be considered for the \$35,000 award towards the oil spill equipment. The City of Bishop and all of the local Tribes were all notified about this grant opportunity, as they too were eligible to apply.

In March of 2019, CDFW staff performed a site visit, as part of the evaluation of Inyo County's application for the OSPR grant. Staff from the following Inyo County departments attended the site visit/meeting; Public Works, Road, Environmental Health, Risk and the Office of Emergency Services.

On May 20, 2019, the Inyo County Office of Emergency Services was notified by CDFW that Inyo County had been chosen as one of the recipients of the \$35,000 Oil Spill Response Equipment Grant. These grant funds will be used to purchase a mobile trailer, a containment boom, absorbent materials, personal protective equipment and a boom deployment-training course. The grant performance period will begin in July of 2019 and must be completed by February 28, 2020.

**ALTERNATIVES**

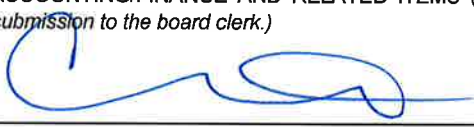
Your Board could choose not to accept these non-matching grant funds, but this is not recommended at this time. This is an excellent and infrequent opportunity to receive match free State funds that can provide Inyo County and the surrounding region with the ability to respond to the immediate needs of an oil spill.

**OTHER AGENCY INVOLVEMENT**

County Administrator/Office of Emergency Services, the Sheriff's Office, Public Works, Road Department, Environmental Health Department, Risk Department and local Volunteer Fire Departments.

**FINANCING**

The \$35,000 in grant funds will require no match. When the contract-related paperwork is provided, a new budget for Fiscal Year 2019-2020 will be created at that time.

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved:  Date <u>06/25/2019</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)   Approved: <u>6/26/2019</u> Date <u>gs</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)



Date: 6/26/19

RESOLUTION NO. 2019-

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA,  
TO ACCEPT GRANT FUNDS FROM THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE,  
OFFICE OF SPILL PREVENTION AND RESPONSE, FOR OIL SPILL RESPONSE EQUIPMENT**

**WHEREAS**, the County of Inyo Office of Emergency Services applied to the California Department of Fish and Wildlife, Office of Spill Prevention and Response, for oil spill response equipment for the County of Inyo;

**WHEREAS**, the California Department of Fish and Wildlife, Office of Spill Prevention and Response, approved the County of Inyo Office of Emergency Services to receive \$35,000 in oil spill response equipment grant funds and now requires a resolution accepting these grant funds.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Supervisors of the County of Inyo as follows: the Inyo County Administrative Officer, as the designated Director of Emergency Services, is hereby appointed as the Inyo County Authorized Agent and is directed to prepare and sign any necessary documents, and to take any actions as necessary or appropriate, to accept a California Department of Fish and Wildlife, Office of Spill Prevention and Response grant in the amount of \$35,000 for oil spill response equipment on behalf of the County of Inyo, a public entity established under the laws of the State of California.

Passed and Adopted at a regular meeting of the Inyo County Board of Supervisors on July 2<sup>nd</sup>, 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

*Attest: Clint Quilter  
Clerk of the Board*

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

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



State of California -The Natural Resources Agency  
DEPARTMENT OF FISH AND WILDLIFE  
Office of Spill Prevention and Response  
1700 K Street, Suite 250  
Sacramento, California 95811  
Telephone: (916) 445-9338  
[www.wildlife.ca.gov](http://www.wildlife.ca.gov)

Gavin Newsome, Governor  
CHARLTON H. BONHAM, Director



May 20, 2019

Inyo County Office of Emergency Services  
Kelley Williams, Inyo County Emergency Services Manager  
P.O. Drawer N  
136-A South Jackson Street  
Independence, CA 93526

Dear Ms. Williams:

The Department of Fish and Wildlife's Office of Spill Prevention and Response (OSPR), has awarded the Inyo County Office of Emergency Services an Oil Spill Response Equipment Grant of up to \$35,000 for the purchase of oil spill response equipment and to secure the necessary training. The equipment will provide the Inyo County Office of Emergency Services and the surrounding region with the ability to respond to the immediate needs of an oil spill.

Inyo County Office of Emergency Services shall own the equipment and may use it without obligation or limitation. The equipment will include, but not be limited to, a mobile trailer, an unspecified amount of containment boom, absorbent materials, personal protective equipment, and a boom deployment-training course.

I look forward to working with you and your organization towards finalizing the Response Equipment Grant by February 28, 2019. As we discussed during our meeting in March, this grant shall be for the Department's new fiscal year, beginning on or about July 1, 2019. I will be unable to begin any contract-related paperwork prior to that time but you are able to begin your procurement process at any time. If you have any questions, please feel free to e-mail me at [peter.barker@wildlife.ca.gov](mailto:peter.barker@wildlife.ca.gov) or reach me by phone at (916) 324-6257.

Very respectfully,

Pete Barker  
Local Government Outreach & Grants Coordinator  
California Department of Fish and Wildlife  
Office of Spill Prevention and Response

RESOLUTION NO. 2019-29

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA,  
TO ACCEPT GRANT FUNDS FROM THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE,  
OFFICE OF SPILL PREVENTION AND RESPONSE, FOR OIL SPILL RESPONSE EQUIPMENT**

**WHEREAS**, the County of Inyo Office of Emergency Services applied to the California Department of Fish and Wildlife, Office of Spill Prevention and Response, for oil spill response equipment for the County of Inyo;

**WHEREAS**, the California Department of Fish and Wildlife, Office of Spill Prevention and Response, approved the County of Inyo Office of Emergency Services to receive \$35,000 in oil spill response equipment grant funds and now requires a resolution accepting these grant funds.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Supervisors of the County of Inyo as follows: the Inyo County Administrative Officer, as the designated Director of Emergency Services, is hereby appointed as the Inyo County Authorized Agent and is directed to prepare and sign any necessary documents, and to take any actions as necessary or appropriate, to accept a California Department of Fish and Wildlife, Office of Spill Prevention and Response grant in the amount of \$35,000 for oil spill response equipment on behalf of the County of Inyo, a public entity established under the laws of the State of California.

Passed and Adopted at a regular meeting of the Inyo County Board of Supervisors on July 2<sup>nd</sup>, 2019 by the following vote:

AYES: -4- Supervisors Griffiths, Kingsley, Pucci, Totheroh


NOES: -0-

ABSTAIN: -0-

ABSENT: -1- Supervisor Tillemans

  
Rick Pucci, Chairperson  
Inyo County Board of Supervisors

Attest: *Clint Quilter*  
Clerk of the Board

by:   
*Darcy Ellis, Assistant*



State of California - Natural Resources Agency  
DEPARTMENT OF FISH AND WILDLIFE  
P.O. Box 944209  
Sacramento, CA 94244-2090  
[www.wildlife.ca.gov](http://www.wildlife.ca.gov)

GAVIN NEWSOM, Governor  
CHARLTON H. BONHAM, Director



**OFFICE OF SPILL PREVENTION AND RESPONSE  
OIL SPILL RESPONSE EQUIPMENT STAGING, INYO COUNTY  
GRANT AGREEMENT NUMBER Q1975068**

**GRANTOR:** State of California, acting by and through  
The California Department of Fish and Wildlife  
P.O. Box 944209  
Sacramento, CA 94244-2090

**GRANTEE:** Inyo County Office of Emergency Services  
P.O. Drawer N  
Independence, CA 93526

**SECTION 1 - LEGAL BASIS OF AWARD**

Pursuant to Government Code 8670.8.3, the California Department of Fish and Wildlife (CDFW or Grantor) is authorized to enter into a Grant Agreement (Agreement) and to make an award to the Inyo County Office of Emergency Services (Grantee) for the purposes set forth herein. Grantee accepts the grant on the terms and conditions of this Agreement. Accordingly, Grantor and Grantee (Parties) hereby agree as follows:

**SECTION 2 – GRANT AWARD**

**2.01 Grant:** In accordance with the terms and conditions of this Agreement, including Section 5.07 – General Terms and Conditions, Grantor shall provide Grantee with a maximum of \$35,000 (Grant Funds) to financially support and assist Grantee's implementation of Oil Spill Response Equipment Staging, Inyo County (Project).

**2.02 Term:** The term of this agreement is upon approval through June 30, 2020.

**SECTION 3 – ELIGIBLE USES OF GRANT**

Only Grantee expenditures that are necessary to implement the Project, comply with applicable federal and State of California law, and made in accordance with Section 6 - Project Statement and Section 9 - Budget and Payment as set forth within this Agreement are eligible for reimbursement from the Grant Funds.

**SECTION 4 – GRANTEE'S REPRESENTATIONS AND WARRANTIES**

Grantee represents and warrants to Grantor as follows:

**4.01 Existence and Power:** Grantee is a public entity, validly existing, and in good standing under the laws of California. Grantee has full power and authority to

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**INYO COUNTY OFFICE OF EMERGENCY SERVICES**

transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.

- 4.02 Binding Obligation:** This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with the Agreement's terms.

**SECTION 5 – GRANTEE'S AGREEMENTS**

- 5.01 Purpose:** This Agreement is entered into by the Parties for the purpose of providing financial support to Grantee to complete the Project, specifically the activities identified within Section 6 - Project Statement.
- 5.02 Project:** Grantee shall complete activities as set forth in Section 6 - Project Statement. Changes to Section 6 shall be submitted to the CDFW Grant Manager for prior approval and may be made only as provided in Public Entities General Grant Provisions (Exhibit 1.a) of this Agreement, which is attached hereto and made a part of this Agreement.
- 5.03 Use of Project Funds:** Grantee agrees that only Grantee expenditures that are necessary to implement the Project, comply with applicable federal and State of California law, and made in accordance with Section 6 - Project Statement and Section 9 - Budget and Payment as set forth within this Agreement are eligible for reimbursement from the Grant Funds. Grantee acknowledges that it may not transfer Grant Funds between or among budget line items without written approval from CDFW Grant Manager in accordance with Section 9 - Budget and Payment.
- 5.04 Payment Schedule:** Payments shall be made to Grantee according to the payment and report schedule identified in Section 9 – Budget and Payment.
- 5.05 Eligibility of Funds:** In the event that the California Budget Act does not provide sufficient appropriations to allow Grantor to fund the Project at the level specified in Section 2 – Grant Award and Section 9 – Budget and Payment of this Agreement, Grantor reserves the right to modify this Agreement to reflect a reduction in available funds, as an alternative to termination.
- 5.06 Submission of Reports:** Grantee shall comply with the format, content, and timing requirements set out in Section 8 – Reports. Failure to submit timely and accurate reports shall be considered evidence of non-compliance with this Agreement and shall permit termination of this Agreement by Grantor.
- 5.07 General Terms and Conditions:** Public Entities General Grant Provisions (Exhibit 1.a), is attached hereto and made a part of this agreement.
- 5.08 Amendments:** This Agreement may only be amended in accordance with Section 5.07 - General Terms and Conditions. Grantee shall submit any request to amend



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any term of this Agreement in writing to the CDFW Grant Manager no later than 120 days prior to the end of the term of this Agreement. Grantee must include an explanation of and justification for any such request.

- 5.09 Acknowledgement of Credit:** Grantee shall include signage, to the extent practicable, informing the public that the Project received funds through the CDFW. Further, Grantee shall include appropriate acknowledgement of credit to the Office of Spill Prevention and Response (OSPR) Grant Program and its implementing agency, the CDFW, for Grantor's financial support when using any data and/or information developed under this Agreement (e.g., in posters, reports, publications, presentations).
- 5.10 Labor Code Requirements; Prevailing Wage:** State grants may be subject to California Labor Code requirements, which include prevailing wage provisions. Certain State grants administered by the CDFW are not subject to Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code. For more details, please refer to California Fish and Game Code Section 1501.5 and the Department of Industrial Relations (DIR) website at <http://www.dir.ca.gov>. The Grantee shall pay prevailing wage to all persons employed in the performance of any part of the Project if required by law to do so.

**SECTION 6 – PROJECT STATEMENT**

- 6.01 Introduction:** During an oil spill, California operates within the Incident Command System (ICS), a mechanism used to bring multiple jurisdictions under one standard operating arena. The ICS is managed by the Unified Command, in most cases, is comprised of a designated official from the United States Coast Guard, the OSPR and the Responsible Party (Spiller); the three members make all decisions on how the oil spill incident operations are planned, executed and demobilized.

Several Oil Spill Response Organizations (OSRO) are available to provide response and clean-up of oil spills throughout the State. However, in certain remote locations, the OSRO's have difficulty or are unable to pre-stage response equipment. To address this problem, OSPR has established a grant program that will provide local government agencies with funding to purchase spill response equipment, so they can initiate a first response prior to the OSRO's arrival.

- 6.02 Objectives:** Grant funding will enhance the availability of oil response equipment around the state and will provide local governments an opportunity to protect their economic resources. Grantee will purchase the response equipment and provide training as identified in Equipment Specifications (Attachment I).
- 6.03 Project Description:** Grantee's Project Manager will be responsible for all aspects of the administration of this grant which include; procurement, training, staging and usage of the equipment.

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**6.04 Location:** The equipment will be staged at Inyo County Road Department, Independence Road Yard, located at 750 S. Clay Street, Independence, CA 93526, Inyo County.

**6.05 Materials and Equipment:** Equipment Specifications (Attachment I).

**6.06 Project Implementation:** Consistent with Grantee's proposal for the Project, Grantee will complete the following tasks in accordance with Section 6.07 – Schedule of Due Dates and Deliverables

**Task 1 – Equipment Ordering**

1. Place order per OSPR equipment specifications which is attached hereto as Equipment Specifications (Attachment I) and made a part of this agreement.

**Task 2 – Equipment Delivery & Familiarization/Training**

1. Coordinate delivery of equipment.
2. Ensure key response staff (actual staff and total number of staff, to be determined by Grantee) receives training/familiarization which should entail:
  - a. Health and safety concerns when deploying equipment on oil spills,
  - b. Equipment familiarization,
  - c. Care, storage and maintenance of the equipment,
  - d. Usage as it pertains to the Local Geographic Response Plans and other pertinent strategies,
  - e. Decontamination of personnel and equipment,
  - f. A practical hands-on deployment of the equipment, and
  - g. Limitations of the equipment.
3. Submit report to the CDFW Grant Manager with equipment staging location.
4. The CDFW Grant Manager will perform an inspection of the trailer and equipment.

**Task 3 – Project Management and Administration**

1. Furnish the necessary personnel, equipment, material and/or service(s) necessary for routine or incidental deployment of the equipment provided in this agreement.
2. Equipment may be deployed in the event of an oil spill within the Grantee's jurisdiction, for the shelf life of the equipment. The Grantee will notify CDFW Grant Manager within 15 days by phone or e-mail, when the equipment is used in conjunction with an oil spill response. Grantee also agrees to notify

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CDFW Grant Manager if the equipment is relocated to a different staging location within the jurisdiction.

3. Provide the CDFW Grant Manager with equipment access such as facility/storage security access codes, keys to gate and trailer locks or designate staff to be on-site to allow the necessary access.
4. Grantee's Project Manager will be responsible for all aspects of the administration of this grant, including procurement, final invoicing, training, staging, and usage of the equipment.

**6.07 Schedule of Due Dates and Deliverables:**

<b>Task</b>	<b>Description</b>	<b>Deliverables</b>	<b>Estimated Completion Dates</b>
1	Equipment Ordering	Equipment	May 15, 2020
2	Equipment Delivery and Familiarization/Training	Training and Location Report	May 15, 2020
3	Project Management and Administration	Invoicing and Final Report	May 30, 2020

**SECTION 7 – CONTACTS**

The point of contact may be changed at any time by either party by providing a 10 day advance written notice to the other party. The Parties hereby designate the following points of contact during the Term of this Agreement:

<b>CDFW Grant Manager:</b>		<b>Grantee Project Manager:</b>	
Name:	Peter Barker	Name:	Kelley Williams
Title:	Associate Governmental Program Analyst	Title:	Emergency Services Manager
Address:	1700 K Street, Suite 250 Sacramento, CA 95811	Address:	P.O. Drawer N Independenceca CA 93526
Phone:	(916) 324-6257	Phone:	(760) 878-0120
Email:	peter.barker@wildlife.ca.gov	Email:	kwilliams@inyocounty.us

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**INYO COUNTY OFFICE OF EMERGENCY SERVICES**

Direct all administrative inquiries to:

<b>CDFW Grant Coordinator:</b>		<b>Grantee Project Manager:</b>	
Name:	Julia-Malia Olea	Name:	Kelley Williams
Title:	Contract/Grant Coordinator	Title:	Emergency Services Manager
Address:	1700 K Street, Suite 250 Sacramento, CA 95811	Address:	P.O. Drawer N Independenceca CA 93526
Phone:	(916) 327-9407	Phone:	(760) 878-0120
Email:	julia-malia.olea@wildlife.ca.gov	Email:	kwilliams@inyocounty.us

**SECTION 8 – REPORTS**

- 8.01 Final Report:** Grantee shall submit a Final Report which summarizes the equipment purchase, staff training, and staging location of the grant as described pursuant to Section - 6.06, Project Implementation,.

The Final Report will consist of one hard copy or one electronic PDF completion of the project. The report shall describe the types of activities and specific accomplishments during the period for which the payment is being made rather than merely listing the number of hours worked during the reporting period.

**SECTION 9 – BUDGET AND PAYMENT**

- 9.01 Budget Details and Funding Summary:** Grantor will provide an amount not to exceed \$35,000.00 as detailed in the Line Item Budget Detail (Detail) below. Actual expenditures will not be determined until the competitive process and equipment procurement has occurred. The procurement will consist of such items as a mobile storage trailer, boom, absorbents, anchors, personal protective equipment, equipment deployment training (if applicable) and all other items as outlined in Attachment I, Equipment Specifications.

Any changes or modifications to a fund source indicated below must be promptly reported to CDFW Grant Manager in writing.

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INYO COUNTY OFFICE OF EMERGENCY SERVICES

Line Item Budget Detail	
<b>A. PERSONNEL SERVICES</b>	
N/A	\$0
<b>Total Personnel Services</b>	<b>\$0</b>
<b>B. OPERATING EXPENSES: GENERAL</b>	
N/A	\$0
<b>Subtotal Operating Expenses: General</b>	<b>\$0</b>
<b>C. OPERATING EXPENSES: SUBCONTRACTORS</b>	
N/A	\$0
<b>Subtotal Operating Expenses: Subcontractors</b>	<b>\$0</b>
<b>D. OPERATING EXPENSES: EQUIPMENT</b>	
Equipment identified in Attachment A	\$35,000
<b>Subtotal Operating Expenses: Equipment</b>	<b>\$35,000</b>
<b>E. INDIRECT COSTS</b>	
Indirect Charge Rate 0% (Applies to Sections A + B only)	\$0
<b>F. GRAND TOTAL (A+B+C+D+E)</b>	<b>\$35,000</b>

9.01.1 **Budget Flexibility:** Grantee must submit all budget line item revision requests, in writing, to the CDFW Grant Manager, prior to implementing any changes. All proposed budget changes require prior approval from the CDFW Grant Manager, regardless of budgetary impact. Informal Budget adjustments between existing line items may be permitted. Any revision to the Line Item Budget Detail must comply with Section 5.09 – Amendments. Considerations for informal Budget adjustments, if granted, must include:

1. Revisions which are consistent with the purpose, objectives, and description of the Project as detailed in Section 6 - Project Statement;
2. Revisions that do not increase or decrease the total Agreement amount;
3. Revisions that do not substitute key personnel; and
4. Line item shifts **within** a budget category (e.g., Field Supplies to Travel) up to \$25,000 or 10% of the Agreement amount, whichever is less.

Formal Budget adjustments will be considered by the Grantor, with prior approval from the CDFW Grant Manager. An amendment to the Agreement is required if a formal Budget adjustment is approved. Considerations for formal amendments, if granted, include:

1. Shifting Grant Funds between budget categories (e.g., Personnel Services to Operating Expenses);
2. Increasing or decreasing the total Agreement amount;
3. Substituting key personnel; or

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**INYO COUNTY OFFICE OF EMERGENCY SERVICES**

4. Line Item shifts **within** a budget category (e.g. Field Supplies to Travel) that exceeds \$25,000 or 10% of the Agreement amount, whichever is less.

**9.02 Payment Provisions:**

- 9.02.1 Disbursements:** Grant disbursements will be made to Grantee in one lump sum payment in arrears, upon receipt of an original itemized invoice and required documentation as identified in Section 6.07 – Schedule of Due Dates and Deliverables. Grant disbursements will be mailed to the following Grantee address:

<b>Grantee Name:</b>	Inyo County Office of Emergency Services
<b>Attention:</b>	Kelley Williams
<b>Address:</b>	P.O. Drawer N Independence, CA 93526

- 9.02.2 Invoice Documentation:** The invoice for payment must be accompanied by the Final Report. If there are cost shares involved with the project, the final invoice must include a budget summary of cost share expenditures by fund source. The CDFW Grant Manager will provide Grantee with a sample invoice template upon request. The Final Invoice must be submitted to the CDFW Grant Manager by the date identified in Section 6.07 – Schedule of Due Dates and Deliverables. The invoice package must be sent hard copy or email to the CDFW Grant Manager, as identified in Section 7 – Contacts.

**Requirements:** The invoice shall contain the following information:

1. The word "Invoice" should appear in a prominent location at the top of the page(s);
2. Printed name of Grantee on company letterhead;
3. Grantee's business address, including P.O. Box, City, State, and Zip Code;
4. Name of the CDFW Region/Division being billed;
5. The invoice date and the time period covered; i.e., the term "from" and "to";
6. This Agreement number and the sequential number of the Invoice (i.e., Qxx75xxx-Invoice 1);
7. The invoice must be itemized using the categories and following the format of the Budget;
8. The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice. The total amount due shall include all costs incurred by Grantee under the terms of this grant;

**Q1975068**

**INYO COUNTY OFFICE OF EMERGENCY SERVICES**

9. The original signature of Grantee; and
10. Grantee must provide supporting documentation for the invoice and actual receipts.

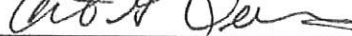
**Q1975068**

**INYO COUNTY OFFICE OF EMERGENCY SERVICES**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Grantor date set forth below the signature.

**AUTHORIZED AGENT FOR GRANTEE**

By:

Signature: 

Printed Name: Clint Quilter

Title: County Administrative Officer

Date: 9/30/19

**ORIGINAL**

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**

By:

Signature: 

Printed Name: Valinda Roberts

Title: Chief, Business Operations

Date: 9/30/19

*This agreement is exempt from DGS-OLS approval, per SCM 4.06.*



**Attachment I, Equipment Specifications**

<b>Table 1 Specifications for Equipment Trailer</b>	
<b>Custom Built</b>	Approximate size of box 7' x 16' or 7' x 12 Minimum ¼" plywood interior sidewall with finished surface Undercoated exterior grade ¾" plywood floor Undercoating on complete chassis Vapor barrier underbelly 16" o/c stud walls 24" o/c floor cross member frame Fiberglass front cap Aluminum roof and cove Side vents (one on each side of trailer near top) Aluminum fenders (thickness should be 3/16") Lighted license plate holder Front stone guard Electric brakes with breakaway switch and battery GVRW 7000 lbs. (minimum)
<b>Doors</b>	Double rear door with full length cam bar Side door near front Both doors fitted with pad lock securing mechanism
<b>Electrical</b>	12 volt dome lights with wall switch 7-way connector D.O.T. compliant exterior lighting Double insulated wiring
<b>Suspension</b>	Tandem Axels EZ lube hubs torsion axles
<b>Tires</b>	15" radial tires 5-bolt E-coated wheels Wheel tire covers ½" wood tire parking pads Wheel chocks Spare tire and wheel with inside mount
<b>Color</b>	White "Oil Spill Response Equipment Funded by: Oil Spill Prevention and Response" stenciled in red 6" letters on 2 sides  2-digit trailer ID number stenciled on back of trailer in 6" black numbers  2-digit trailer ID number stenciled on top of trailer in 36" black numbers
<b>Tongue</b>	Hitch ball size 2 15/16" Tongue jack with stand pad D.O.T. safety chains
<b>Warranty</b>	3 Year Standard Manufactures Warranty 5 Year Axle Standard Manufacturers Warranty

**Attachment I, Equipment Specifications**

	20 Year Leak Manufactures Warranty
<b>TABLE 2</b> <b>Standard Oil Response Containment Boom Specifications</b> <b>(various sizes available)</b>	
Freeboard	2.5"
Draft	4"
Overall Height	6.5"
Section Length	50' 1,500ft
Fabric	22 oz./sq.yd PVC Coated Nylon Fabric
Color	Yellow or International Orange
End Connectors	ASTM "Z" (F 962-04) or ASTM Slide (F 2438-04) (style of connectors TBD) With Stainless Steel Toggle Pins
Flotation	100 % Cylindrical Rolled Polyethylene micro or closed cell foam, with tapered ends Fully sealed flotation cambers Max. 14" fabric fold between flotation cambers RF Welded Seams
Fold Point	Center of fold points to be every 6 ½'
Anchor Points	¾" eye minimum, located at water line on each end connector & one at mid section, in a appropriate place of choosing
Ballast Material	1/4" Galvanized Chain
Bridle	An ASTM End Plate with ½" x 6' Poly Rope lead, one end to be finished with thimble connected to tow plate & 6" soft eye spliced into other end.
Warranty	Standard Manufacturer's Commercial Warranty
<b>TABLE 3</b> <b>Standard Storm Drain Containment Boom Specifications</b>	
Overall Height	Bilge/Storm Drain Absorbent Boom 32" x 6"
Section Length	20 per case
<b>TABLE 4</b> <b>Standard Sorbent Boom Specifications</b>	
Overall Height	6" - 8"
Section Length	120' up to 720ft

Attachment I, Equipment Specifications

<b>TABLE 5</b>	
<b>Standard Oil Response Containment Boom Specifications</b>	
Freeboard	4"
Draft	6"
Overall Height	10"
Section Length	100' 1,000ft
Fabric	22 oz./sq.yd PVC Coated Nylon Fabric
Color	Yellow or International Orange
End Connectors	ASTM "Z" (F 962-04) or ASTM Slide (F 2438-04) (style of connectors TBD) With Stainless Steel Toggle Pins
Flotation	100 % Cylindrical Rolled Polyethylene micro or closed cell foam, with tapered ends Fully sealed flotation cambers Max. 14" fabric fold between flotation cambers RF Welded Seams
Fold Point	Center of fold points to be every 6 1/2'
Anchor Points	3/4" eye minimum, located at water line on each end connector & one at mid section, in a appropriate place of choosing
Ballast Material	1/4" Galvanized Chain
Bridle	An ASTM End Plate with 1/2" x 6' Poly Rope lead, one end to be finished with thimble connected to tow plate & 6" soft eye spliced into other end.
Warranty	Standard Manufacturer's Commercial Warranty

<b>TABLE 6</b>	
<b>Standard Oil Response Containment Boom Specifications</b>	
Freeboard	6"
Draft	6"
Overall Height	12"
Section Length	100' 1,000ft
Fabric	22 oz./sq.yd PVC Coated Nylon Fabric
Color	Yellow or International Orange

**Attachment I, Equipment Specifications**

End Connectors	ASTM "Z" (F 962-04) or ASTM Slide (F 2438-04) (style of connectors TBD) With Stainless Steel Toggle Pins
Flotation	100 % Cylindrical Rolled Polyethylene micro or closed cell foam, with tapered ends Fully sealed floatation cambers Max. 14" fabric fold between floatation cambers RF Welded Seams
Fold Point	Center of fold points to be every 6 ½'
Anchor Points	¾" eye minimum, located at water line on each end connector & one at mid section, in a appropriate place of choosing
Ballast Material	1/4" Galvanized Chain
Bridle	An ASTM End Plate with ½" x 6' Poly Rope lead, one end to be finished with thimble connected to tow plate & 6" soft eye spliced into other end.
Warranty	Standard Manufacturer's Commercial Warranty

**TABLE 7  
 Standard Oil Response Containment Boom Specifications**

Freeboard	6"
Draft	12"
Overall Height	18"
Section Length	100' 1,000ft
Fabric	22 oz./sq.yd PVC Coated Nylon Fabric
Color	Yellow or International Orange
End Connectors	ASTM "Z" (F 962-04) or ASTM Slide (F 2438-04) (style of connectors TBD) With Stainless Steel Toggle Pins
Flotation	100 % Cylindrical Rolled Polyethylene micro or closed cell foam, with tapered ends Fully sealed floatation cambers Max. 14" fabric fold between floatation cambers RF Welded Seams
Fold Point	Center of fold points to be every 6 ½'
Anchor Points	¾" eye minimum, located at water line on each end connector & one at mid section, in a appropriate place of choosing

**Attachment I, Equipment Specifications**

Ballast Material	1/4" Galvanized Chain
Bridle	An ASTM End Plate with 1/2" x 6' Poly Rope lead, one end to be finished with thimble connected to tow plate & 6" soft eye spliced into other end.
Warranty	Standard Manufacturer's Commercial Warranty

**TABLE 8  
 Anchor System Specifications**

Anchor	30 lb. Danforth Style Galvanized Anchor
Chain	10 feet of 3/8" galvanized proof coil chain, shackled to anchor using 1/2" galvanized shackle
Rode	150 feet of 1/2" nylon 3-strand with galvanized thimble eyes and 7/16" SPA galvanized shackle in each end.
Flotation	A2 Polyform style buoy (15.5") with 6 feet of 1/2" polypropylene rope spliced onto buoy and 1/2" galvanized thimble eye in other end with 7/16" galvanized shackle.
Warranty	Standard Manufacturer's Commercial Warranty

**TABLE 9  
 Boom Tool Box Specifications**

Tool Box	1	Heavy-duty poly toolbox. 24" length or larger if necessary to fit all tools
Wrenches	2	8" crescent wrench
Pliers	1	8" standard pliers
Hammer	1	16 oz. claw hammer
Clamps	2	4" C-clamp
Screwdriver	2	Flathead screwdriver, small and large
Shackles	4	2 3/8" SPA galvanized shackles, 2 1/2" SPA galvanized shackles
Knife	1	Utility knife with extra blade set
Flashlight	1	Waterproof floatable flashlight with 2 D-cell batteries
Hardware	6	Hardware set including: 5/16" x 1 1/4" SS bolts, 2 flat washers, nylock nuts
PVC	4	PVC pipe 6"x6'
Wire	1	50' roll chicken wire or mesh fencing
Stakes	10	6' t-post stakes and t-post pounder
Kit	1	Plug and Patch Kit
Hacksaw	1	12in. High Tension Hacksaw
Wire/Bolt Cutters	1ea.	36' Bolt Cutter

**Attachment I, Equipment Specifications**

Generator	1	Gasoline Powered Electric Start Portable Generator with Wheel Kit
Sand bags	30	14 x 26"
Shovel	2	Square Point Digging Shovels

**TABLE 10  
 PPE Gear Specifications**

Storage bag	Reusable waterproof storage bag large enough to hold all 1 set of PPE
Hard hat	Hard hat with ratcheting head band
Boots	16" PVC steel toe work boots, size 11, ASTM F2413-05 M I/75 C/75 compliant
Glove liners	Nitrile glove liners, 1 box of 100, large size
Gloves	PVC gloves, 1 dozen, 12" gauntlet, size 11 (large)
Work gloves	Leather work gloves, 2 pair, large size
Safety glasses	2 pair, meeting ANSI and OSHA specifications
Ear plugs	6 pair
Tyvek suits	Full tyvek suit without hood, 2 pair
Tape	Duct tape, 2 rolls

**TABLE 11  
 Specifications for Decontamination Equipment**

Wash Tubs	2 Galvanized wash tubs
Detergent	Degreaser detergent for decontamination
Brushes	2 decontamination scrub brushes with long handles
Waste Bags	1 case of 100 bags, 33" x 40", 4 mil
Visqueen	1 roll of visqueen
Tarps	2 drop tarps, 8' x 10'
Bucket	1 5-gallon plastic bucket

**TABLE 12  
 Specifications for Spill Adsorbent Material**

Pads	Heavy weight adsorbent pads, 1 bag of 100 pads
Sweep	100 feet of 19" heavy weight sweep with nylon web strap, bonded with scrim
Boom	1 bag of heavy weight boom containing 4 sections of 5" x 10' each with poly tension line and quick-clips for connecting

**TABLE 13  
 Specifications for Spill Adsorbent Material**

Snare	Adsorbent snares, 2 bags, 30 snares per bag
-------	---

**TABLE 14  
 Miscellaneous Equipment Specifications**

**Attachment I, Equipment Specifications**

First Aid Kit	Meeting the requirements for at least 10 people
Fire Extinguishers	2 5-pound class ABC fire extinguishers, mounted in trailer interior, one near the front and one near the rear.
MSDS Book	A binder containing MSDS for common oil products including gasoline, diesel, home heating oil, motor oil, jet fuel, fuel oil, IFO, bunker fuel, and crude oil. Also contains emergency contact numbers for spill, including the National Response Center (1-800-424-8802)
Navigation Lights	Self-floating amber buoy lights 48" tall to attach on or near boom. Lights should be made durable and waterproof, and should have adequate keel weight and floatation to give full stability in various tide and sea conditions. Lights should be flashing; D-cell battery operated, and be fitted with photo sensors.



**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**  
**EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS**

**Q1975068**

**Inyo County Office of Emergency Services**

1. **APPROVAL:** This Agreement is of no force or effect until signed by both Parties and approved by CDFW or Grantor. Grantee may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Parties and approved as required. No oral understanding or Agreement not incorporated in this Agreement is binding on either of the Parties.
3. **ASSIGNMENT:** This Agreement is not assignable by Grantee, either in whole or in part, without the consent of CDFW in the form of a formal written amendment.
4. **AUDIT:** Grantee agrees that CDFW, the Department of General Services (DGS), the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code, CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State of California, CDFW, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all of Grantee's employees or agents, contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.  
  
The State of California shall defend, indemnify and hold Grantee, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the State of California, or its agencies, their respective officers, agents or employees.
6. **DISPUTES:** Grantee shall continue with the responsibilities under this Agreement during any dispute.
7. **INDEPENDENT CONTRACTOR:** Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of CDFW. Grantee acknowledges and promises that CDFW is not acting as an employer to any individuals furnishing services or work pursuant to this Agreement.





**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**  
**EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS**

**Q1975068**

**Inyo County Office of Emergency Services**

8. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

9. **UNENFORCEABLE PROVISION**: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
10. **LICENSES AND PERMITS (If Applicable)**: Grantee is responsible for obtaining all licenses and permits required by law for accomplishing any work required in connection with this Agreement. Costs associated with permitting may be reimbursed under this Agreement only if approved in the budget detail and payment provisions section.
11. **RIGHTS IN DATA**: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement, are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, Grantee may copyright the same, except that, as to any work which is copyrighted by Grantee, the State reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.
12. **CONTINGENT FUNDING**: It is mutually understood between the Parties that this Agreement may have been written before ascertaining the availability of State appropriation of funds for the mutual benefit of both Parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available pursuant to the California State Budget Act for the fiscal year(s) covered by this Agreement for the purposes



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**Q1975068**

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of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature of any statute enacted by the Legislature which may affect the provisions, terms or funding of this Agreement in any manner.

It is mutually agreed that if the Legislature does not appropriate sufficient funds for the Agreement, the State has the option to terminate the Agreement under the termination clause or to amend the Agreement to reflect any reduction of funds. CDFW has the option to invalidate the contract under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in Grant Funds.

**13. RIGHT TO TERMINATE:**

- a. This agreement may be terminated by mutual consent of both parties or by any party upon thirty (30) days written notice and delivered by USPS First Class or in person.
- b. In the event of termination of this Agreement, Grantee shall immediately provide CDFW an accounting of all funds received under this Agreement and return to CDFW all Grant Funds received under this Agreement which have not been previously expended to provide the services outlined within this Agreement.
- c. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CDFW shall reimburse Grantee for all allowable and reasonable costs incurred by it for the Project, including foreseeable and uncancellable obligations. Upon notification of termination from CDFW, Grantee shall use its reasonable efforts to limit any outstanding financial commitments.

- 14. CONFIDENTIALITY OF DATA:** Grantee shall protect from disclosure all information made available by CDFW. Grantee shall not be required to keep confidential any data or information which is publicly available, independently developed by Grantee, or lawfully obtained from third parties. Written consent of CDFW must be obtained prior to disclosing information under this Agreement.

- 15. DISCLOSURE REQUIREMENTS:** Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through an Agreement with CDFW. The disclosure statement shall include this Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.

If Grantee or any subcontractor(s) are required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. Grantee shall include in each of its subcontracts for work under this Agreement, a provision which incorporates the requirements stated within this section.



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- 16. USE OF SUBCONTRACTOR(S):** If Grantee desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:
- a. Grantee shall submit any subcontracts to CDFW for inclusion in the grant file;
  - b. The Agreement between the primary Grantee and the subcontractor must be in writing;
  - c. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
  - d. Upon termination of any subcontract, CDFW Grant Manager shall be notified immediately, in writing.

Grantee shall ensure that any subcontract in excess of \$100,000 entered into as a result of this Agreement contains all applicable provisions stipulated in this Agreement.

- 17. POTENTIAL SUBCONTRACTOR(S):** Nothing contained in this Agreement or otherwise shall create any contractual relation between CDFW, and any subcontractor(s) and no subcontract shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to CDFW for the acts and omissions of its subcontractor(s) and of persons directly employed or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subcontractor(s) is an independent obligation from CDFW's obligation to make payments to Grantee. As a result, CDFW shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.
- 18. TRAVEL AND PER DIEM (if applicable):** Grantee agrees to pay reasonable travel and per diem to its employees under this Agreement. The reimbursement rates shall not exceed those amounts identified in the California Department of Human Resources travel reimbursement guidelines. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CDFW.
- 19. LIABILITY INSURANCE (as applicable):** Unless otherwise specified in the Agreement, when Grantee submits a signed Agreement to the State, Grantee shall also furnish to the State either proof of self-insurance or a certificate of insurance stating that there is liability insurance presently in effect for Grantee of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. Grantee agrees to make the entire insurance policy available to the State upon request.

The certificate of insurance will include provisions a, b, and c, in their entirety:

- a. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State;
- b. The State of California, its officers, agents, employees, and servants are included as additional insured, by insofar as the operations under this Agreement are concerned; and
- c. The State will not be responsible for any premiums or assessments on the policy.



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Grantee agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Grantee agrees to provide, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the (DGS), and Grantee agrees that no work or services shall be performed prior to giving of such approval. In the event Grantee fails to keep in effect, at all times, insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

CDFW will not provide for, nor compensate Grantee for any insurance premiums or costs for any type or amount of insurance. The insurance required above, shall cover all Grantee supplied personnel and equipment used in the performance of this Agreement. When applicable, if subcontractors performing work under this Agreement do not have insurance equivalent to the above, Grantee's liability shall provide such coverage for the subcontractor, except for coverage for error, mistake, omissions, or malpractice, which shall be provided by the subcontractor if such insurance is required by the State.

20. **GRANTEE STAFF REQUIREMENTS**: Grantee represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with CDFW.
21. **PROPERTY ACQUISITIONS AND EQUIPMENT PURCHASES**: Property, exclusive of real property, as used in this exhibit shall include the following:
  - a. Equipment – Tangible property (including furniture and electronics) with a unit cost of \$5,000 or more and a useful life of four (4) years or more. Actual cost includes the purchase price plus all costs to acquire, install, and prepare the equipment for its intended use.
  - b. Furniture, including standard office furnishings including desks, chairs, bookcases, credenzas, tables, etc.
  - c. Portable Assets, including items considered 'highly desirable' because of their portability and value, e.g., calculators, computers, printers, scanners, shredders, cameras, etc.
  - d. Electronic Data Processing (EDP) Equipment, including all computerized and auxiliary automated information handling, including system design and analysis; conversion of data; computer programming; information storage and retrieval; voice, video and data communications; requisite system controls; simulation and all related interactions between people and machines.

Grantee may purchase property under this Agreement only if specified in the Budget section. All property purchased by Grantee is owned by Grantee. CDFW does not claim title or ownership to



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the property but, requires Grantee to maintain accountability for all property purchased with grant funds.

Title or ownership to property with a unit cost of \$5,000 or more may be retained by Grantee or Grantor upon end of the grant cycle; final disposition will be coordinated by CDFW's Grant Manager.

Before property purchases made by Grantee are reimbursed by CDFW, Grantee shall submit paid Grantee receipts identifying the Grant Agreement Number, purchase price, description of the item(s), serial number(s), model number(s), and location, including street address where property will be used during the term of this Agreement. Said paid receipts shall be attached to Grantee's invoice(s).

Grantee shall keep, and make available to Grantor, adequate and appropriate records of all property purchased with the Grant Funds.

Prior written authorization by the CDFW Grant Manager shall be required before Grantee will be reimbursed for any property purchases not specified in the budget. Grantee shall provide to CDFW Grant Manager, all particulars regarding the necessity for such property and the reasonableness of the cost.

Property will only be considered for purchase approval if no other equipment owned by the applicant is available and suitable for the project.

Grant Funds cannot be used to reimburse the project for equipment obtained prior to the beginning of the grant term.

Grant Funds cannot be used for property if specifically prohibited in the authorizing Legislation or restricted in the terms of the program.

Should this Agreement be cancelled for any reason, any property purchased with Grant Funds shall be returned to Grantor.

State policies and procedures applicable to procurement with nonfederal funds, shall apply to procurement by Grantee under this Agreement, provided that procurements conform to applicable State law and the standards identified in this exhibit. These include but are not limited to: statutes applicable to State agencies; statutes applicable to State colleges and universities; public works projects; the California Constitution governing University of California contracting, the State Administrative Manual; statutes applicable to specific local agencies; applicable city and county charters and implementing ordinances including policies and procedures incorporated in local government manuals or operating memoranda.



# County of Inyo



## Clerk of the Board

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** December 17, 2019

**FROM:** Assistant Clerk of the Board

**SUBJECT:** Approval of Meeting Minutes

**RECOMMENDED ACTION:**

Request Board approve the minutes of the regular Board of Supervisors meeting of December 10, 2019.

**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).

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

N/A

**ATTACHMENTS:**

**APPROVALS:**

Darcy Ellis  
Darcy Ellis

Created/Initiated - 12/10/2019  
Final Approval - 12/10/2019



# County of Inyo



## Treasurer/Tax Collector

### **CORRESPONDENCE - INFORMATIONAL - NO ACTION REQUIRED**

**MEETING:** December 17, 2019

**FROM:** Alisha McMurtrie

**SUBJECT:** Treasury Status Report for Quarter Ending September 30, 2019.

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**RECOMMENDED ACTION:**

**Treasurer-Tax Collector** - Treasury Status Report for the Quarter Ending March 31, 2019.

**SUMMARY/JUSTIFICATION:**

The report is provided pursuant to the provisions of Section 53646(b) of the Government Code. The primary purposes of the report are to disclose the following:

- the investments and deposits of the treasury;
- the cost basis and market values of the investments;
- compliance to the County Investment Policy;
- the weighted average of the investments; and
- the projected ability of the treasury to meet the expected expenditure requirements of the treasury's pooled participants for the next six months.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

Pursuant to Section 53646(g) of the Government Code, copies of this report, while no longer mandated, will continue to be provided to the members of the Treasury Oversight Committee.

**FINANCING:**

N/A

**ATTACHMENTS:**

1. Treasurer's Report for Quarter Ending September 30, 2019

**APPROVALS:**

Alisha McMurtrie  
Darcy Ellis  
Alisha McMurtrie

Created/Initiated - 11/26/2019  
Approved - 12/3/2019  
Final Approval - 12/3/2019



ALISHA MCMURTRIE  
TREASURER-TAX COLLECTOR  
(P) 760-878-0312  
(F) 760-878-0311  
inyottc@inyocounty.us



COUNTY OF INYO  
TREASURER-TAX COLLECTOR

JOEY PETERSON  
ASSISTANT TREASURER-  
TAX COLLECTOR

MOANA CHAPMAN  
OFFICE TECHNICIAN III

FABIOLA ISIDRO  
OFFICE TECHNICIAN III

TO: Honorable Members of the Inyo County Board of Supervisors  
FROM: Alisha McMurtrie, Treasurer-Tax Collector  
SUBJECT: Report of the Status of the Inyo County Treasury as of: September 30, 2019  
DATE: November 18, 2019

The following status report of the County Treasury as of 09/30/2019 is provided pursuant to the provisions of Section 53646(b) of the Government Code.

The attached copy of the "Treasurer's Daily Reconciliation" provides a breakdown of the dollar amount of the Treasury assets by depository for monetary assets.

The attached securities holdings report reflects, among other things, the following information regarding each security held: issuer, maturity date; CUSIP number; face amount; cost basis; and market value (calculated by Merrill Lynch).

The weighted average maturity of the investments of the Treasury was 550 days.

The latest PARS/OPEB investment statement is attached for reference.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investment portfolio is in compliance with the Inyo County Treasury Investment Policy.

NOTES: Regarding Inyo County's monetary assets held outside the County Treasury:

- Various Inyo County Departments and treasury pool participants maintain and administer bank checking accounts outside the County Treasury.
- Inyo County's PARS relationship for our OPEB investment began in June 2010. To date: the PARS balance as of: 9/30/2019 was \$7,414,749.28 (Principal: \$4,424,326.00 + Interest = \$3,112,698.39 less Fees: \$-122,275.11)

C: Members of the Inyo County Treasury Oversight Committee



**TREASURER'S DAILY RECONCILIATION**

For the Business Day of:  
11/18/2019

**AUDITOR BALANCES:**

Beginning "Claim on Cash in Treasury"      \$ 141,816,746.23

Deposit Authorizations                              \$     600,693.57

Checks Paid on:                              11/15/19      \$    (64,199.24)

Account Analysis:

Outgoing Debits:

Ending "Claim on Cash in Treasury"      \$ 142,353,240.56

**TREASURER BALANCES:**

**CASH ON HAND:**

Drawer	\$261.56
Vault	\$2,175.00

**REMOTE DEPOSIT ON HAND:**

Date:  
Date:  
Date:

**BANK ACCOUNTS:**

Union Bank - General Account.	\$1,178,161.55
Eastern Sierra Community Bank - Gen	\$2,340,828.43
El Dorado #2107 - Directs Account	\$10,446.47
El Dorado #9703 - Cash Account	\$173,698.56

**INVESTMENTS:**

		Agency	Limit
Local Agency Investment Fund	\$ 28,000,000.00	15.49%	50,000,000
UBS Money Market	\$ 2,500,000.00	1.67%	of 10.00%
Local Agencies	\$ 828,673.08	0.70%	of 100.00%
Federal Agencies	\$ 78,749,714.00	56.47%	of 100.00%
Federal Agencies-Treasury Notes/Bonds	\$ 1,964,687.50	4.60%	of 100.00%
Commercial Paper	\$ 14,778,897.78	3.92%	of 15.00%
Corporate Obligation	\$ 2,031,246.53	2.43%	of 30.00%
CDs	\$ 12,365,000.00	10.39%	of 30.00%
Grand TTL Investments	\$ 141,218,218.89		

**NOTES**

Maturities > 1 Year	\$ 63,019,853.75	42.26%	of 60.00%
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**GRAND TOTAL TREASURY BALANCE:**      \$144,923,790.46

**RECONCILIATION**

Treasury Over/Short: \$ 2,570,549.90

Explanation:      (\$427,884.21) 11/18/19 REMOTE DEPOSIT IN TRANSIT  
                             (\$1,269.51) 11/18/19 Current Day Report - Misc/Teller Debit  
                             (\$296.38) 11/18/19 Aud: RTRN-Stale Dated CK# 4373822  
                             \$3,000,000.00 11/18/2019 Settlement - CUSIP: 3134GUPP9

\$ 2,570,549.90

Prepared By: Moana Chapman

Inyo County  
 Portfolio Holdings  
 COMPLIANCE REPORT 09-30-2019  
 Report Format: By Transaction  
 Group By: Asset Category  
 Average By: Face Amount / Shares  
 Portfolio / Report Group: All Portfolios  
 As of 9/30/2019

Description	CUSIP/Ticker	% of Portfolio	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest
Certificate of Deposit - 30 %										
American Express UT 1.95 5/7/2020	02587DXT0	0.17	05/07/2015	1.950	245,000.00	245,000.00	245,000.00	05/07/2020	220	1,911.00
American Express UT 2.45 4/5/2022	02587DN38	0.18	04/05/2017	2.450	248,000.00	248,000.00	248,000.00	04/05/2022	918	2,963.09
American State Bank IA 1.45 2/5/2020	029728AT9	0.17	02/05/2016	1.450	245,000.00	245,000.00	245,000.00	02/05/2020	128	243.32
Apex Bank 1.5 10/12/2021	03753XAQ3	0.18	10/12/2016	1.500	248,000.00	248,000.00	248,000.00	10/12/2021	743	183.45
Bank Hapoalin NY 2.05 1/15/2021	06251AL40	0.17	01/15/2016	2.050	245,000.00	245,000.00	245,000.00	01/15/2021	473	1,059.54
Barclays Bank DE 2.2 9/16/2020	06740KJK4	0.18	09/16/2015	2.200	248,000.00	248,000.00	248,000.00	09/16/2020	352	209.27
Belmont Savings Bank MA 2.15 3/21/2022	080515BV0	0.18	03/20/2017	2.150	248,000.00	248,000.00	248,000.00	03/21/2022	903	146.08
Beneficial Bank PA 1.25 4/27/2020	08173QBPO	0.18	04/27/2016	1.250	248,000.00	248,000.00	248,000.00	04/27/2020	210	25.48
BMW Bank NA UT 2.25 12/18/2020	05580ADM3	0.17	12/18/2015	2.250	245,000.00	245,000.00	245,000.00	12/18/2020	445	1,570.68
Bridgewater Bank MN 1.5 8/17/2020	108622ET4	0.18	02/17/2016	1.500	248,000.00	248,000.00	248,000.00	08/17/2020	322	132.49
Capital One Bank 2.25 7/1/2020	140420SX9	0.18	07/01/2015	2.250	248,000.00	248,000.00	248,000.00	07/01/2020	275	1,391.18
Capital One VA 2.3 7/15/2020	14042E4P2	0.18	07/15/2015	2.300	248,000.00	248,000.00	248,000.00	07/15/2020	289	1,203.31
Carroll County State Bank IA 1.2 8/12/2020	145087AH5	0.18	08/12/2016	1.200	248,000.00	248,000.00	248,000.00	08/12/2020	317	146.76
Citibank UT 2.3 6/30/2020	17284DDN9	0.18	06/30/2015	2.300	248,000.00	248,000.00	248,000.00	06/30/2020	274	1,437.72
Citibank National SD 3.4 1/9/2024	17312QZ36	0.17	01/09/2019	3.400	245,000.00	245,000.00	245,000.00	01/09/2024	1,562	1,894.22
Commercial Bank MI 1.75 5/29/2020	201282HB9	0.17	12/30/2015	1.750	245,000.00	245,000.00	245,000.00	05/29/2020	242	0.00
Community Financial Services KY 1.6 2/17/2021	20364ABA2	0.18	02/17/2016	1.600	248,000.00	248,000.00	248,000.00	02/17/2021	506	141.33
Continental Bank UT 1.1 1/29/2020	211163FQ8	0.18	04/29/2016	1.100	248,000.00	248,000.00	248,000.00	01/29/2020	121	1,150.99
Discover Bank DE 1.75 11/2/2021	254672M39	0.17	11/02/2016	1.750	245,000.00	245,000.00	245,000.00	11/02/2021	764	1,773.73
Everbank FL 2.05 8/28/2020	29976DA59	0.18	08/28/2015	2.050	248,000.00	248,000.00	248,000.00	08/28/2020	333	459.65
Evergreen Bank IL 1.6 5/29/2020	300185FM2	0.18	05/31/2017	1.600	248,000.00	248,000.00	248,000.00	05/29/2020	242	0.00
First Business Bank WI 1.6 1/21/2020	31938QR30	0.17	01/21/2016	1.600	245,000.00	245,000.00	245,000.00	01/21/2020	113	762.52
First Service Bank AR 1.5 11/12/2020	33640VBG2	0.18	02/12/2016	1.500	248,000.00	248,000.00	248,000.00	11/12/2020	409	183.45
First Source Bank IN 1.8 2/28/2020	33646CFN9	0.18	08/28/2015	1.800	248,000.00	248,000.00	248,000.00	02/28/2020	151	403.59
First Technology CA 3.6 1/9/2024-20	33715LDF4	0.18	01/09/2019	3.600	249,000.00	249,000.00	249,000.00	01/09/2024	1,562	515.74
Goldman Sacks Bank NY 1.9 5/6/2020	38148JSU6	0.18	05/06/2015	1.900	248,000.00	248,000.00	248,000.00	05/06/2020	219	1,897.71
Guaranty State Bank KS 1.6 6/30/2020	401228AW1	0.17	12/30/2015	1.600	245,000.00	245,000.00	245,000.00	06/30/2020	274	0.00
HSBC Bank VA Step 12/9/2020	40434AE62	0.18	12/09/2015	2.353	248,000.00	248,000.00	248,000.00	12/09/2020	436	2,399.32
Investors Community Bank WI 1.8 2/26/2021	46147USN1	0.18	02/27/2017	1.800	248,000.00	248,000.00	248,000.00	02/26/2021	515	36.69
Iowa State Bank IA 1.55 7/29/2020	46256YAH2	0.17	01/29/2016	1.550	245,000.00	245,000.00	245,000.00	07/29/2020	303	655.46
Iroquois Federal Savings IL 1.6 8/12/2020	46355PBV9	0.18	02/12/2016	1.600	248,000.00	248,000.00	248,000.00	08/12/2020	317	195.68
Jefferson Financial LA 2.2 11/22/2021	474067AJ4	0.18	11/22/2017	2.200	248,000.00	248,000.00	248,000.00	11/22/2021	784	1,958.18
JPMorgan Bank OH 2.35 2/28/2022-19	48126XYN9	0.18	02/28/2017	2.350	248,000.00	248,000.00	248,000.00	02/28/2022	882	31.93
JPMorgan Chase OH 1.8 11/18/2021	48126XLB9	0.18	11/18/2016	1.800	248,000.00	248,000.00	248,000.00	11/18/2021	780	525.90
Kansas Statebank 1.55 8/19/2020	50116CAJ8	0.18	02/19/2016	1.550	248,000.00	248,000.00	248,000.00	08/19/2020	324	115.85

LCA Bank UT 1.65 11/25/2019	501798HN5	0.18	11/23/2015	1.650	248,000.00	248,000.00	248,000.00	11/25/2019	56	1,457.42
Lubbock National Bank TX 1.55 7/29/2020	549152CM6	0.17	01/29/2016	1.550	245,000.00	245,000.00	245,000.00	07/29/2020	303	10.40
Maple City Savings TX 1.5 12/7/2020	56511PAC2	0.18	12/07/2016	1.500	248,000.00	248,000.00	248,000.00	12/07/2020	434	234.41
Mercantil Commercial FL 1.65 6/24/2021	58733ACY3	0.18	06/24/2016	1.650	248,000.00	248,000.00	248,000.00	06/24/2021	633	1,098.67
Morgan Stanley Bank UT 2.65 2/8/2023	61747MJ77	0.18	02/08/2018	2.650	248,000.00	248,000.00	248,000.00	02/08/2023	1,227	954.29
Mountain America UT 2.4 11/30/2022	62384RAD8	0.18	11/30/2017	2.400	248,000.00	248,000.00	248,000.00	11/30/2022	1,157	244.60
Privatebank & Trust 1.5 5/26/2021	74267GVG9	0.18	05/26/2016	1.500	248,000.00	248,000.00	248,000.00	05/26/2021	604	1,294.36
Sallie Mae Bank UT 2 12/9/2019	795450XF7	0.17	12/09/2015	2.000	245,000.00	245,000.00	245,000.00	12/09/2019	70	1,516.99
State Bank India NY 2.35 2/24/2022	8562846J8	0.18	02/24/2017	2.350	248,000.00	248,000.00	248,000.00	02/24/2022	878	590.78
Stearns Bank MN 1.6 2/26/2020	857894TA7	0.18	02/24/2017	1.600	248,000.00	248,000.00	248,000.00	02/26/2020	149	65.23
Synchrony Bank UT 1.9 4/24/2020	87165FGF5	0.18	04/24/2015	1.900	248,000.00	248,000.00	248,000.00	04/24/2020	207	2,052.62
Texas Exchange Bank TX 1.7 11/30/2021-19	88241TAV2	0.18	11/30/2016	1.700	248,000.00	248,000.00	248,000.00	11/30/2021	792	0.00
UBS Bank UT 1.65 6/7/2021	90348JAR1	0.18	06/07/2016	1.650	248,000.00	248,000.00	248,000.00	06/07/2021	616	257.85
United Community Bank GA 2.05 3/1/2022	90984P5A9	0.18	03/01/2017	2.050	248,000.00	248,000.00	248,000.00	03/01/2022	883	403.93
Webbank UT 1.85 3/30/2020	947547JN6	0.18	03/30/2017	1.850	248,000.00	248,000.00	248,000.00	03/30/2020	182	0.00
Sub Total / Average Certificate of Deposit - 30 %		8.76		1.905	12,365,000.00	12,365,000.00	12,365,000.00		498	37,906.86
Commercial Paper - 15 %										
MUFG BANK LTD/NY 0 3/16/2020	62479LCG8	1.42	07/03/2019	2.153	2,000,000.00	1,969,731.11	2,000,000.00	03/16/2020	168	0.00
NATIXIS NY 0 11/26/2019	63873KYS0	2.13	07/26/2019	2.217	3,000,000.00	2,977,450.00	3,000,000.00	11/26/2019	57	0.00
NATIXIS NY 0 2/21/2020	63873JBM1	2.83	05/30/2019	2.443	4,000,000.00	3,928,800.00	4,000,000.00	02/21/2020	144	0.00
NATIXIS NY 0 3/17/2020	63873JCH1	2.83	07/11/2019	2.193	4,000,000.00	3,940,000.00	4,000,000.00	03/17/2020	169	0.00
Toyota Motor Credit 0 1/17/2020	89233GAH9	1.42	04/25/2019	2.547	2,000,000.00	1,962,916.67	2,000,000.00	01/17/2020	109	0.00
Sub Total / Average Commercial Paper - 15 %		10.63		2.306	15,000,000.00	14,778,897.78	15,000,000.00		132	0.00
Corporate Obligation - 30 %										
IBM Corporation 2.25 2/19/2021-20	459200JF9	0.71	02/19/2016	2.174	1,000,000.00	1,003,600.00	1,000,000.00	02/19/2021	508	2,562.50
PNC Bank 2.6 7/21/2020-15	69353RES3	0.71	07/21/2015	2.016	1,000,000.00	1,027,646.53	1,000,000.00	07/21/2020	295	4,983.33
Sub Total / Average Corporate Obligation - 30 %		1.42		2.095	2,000,000.00	2,031,246.53	2,000,000.00		402	7,545.83
Federal Agencies - 100 %										
FFCB 1.19 7/13/2020-17	3133EGLB9	1.42	07/13/2016	1.203	2,000,000.00	1,999,000.00	2,000,000.00	07/13/2020	287	5,090.56
FFCB 1.3 11/25/2019-16	3133EGBK0	1.42	05/25/2016	1.344	2,000,000.00	1,997,000.00	2,000,000.00	11/25/2019	56	9,027.78
FFCB 1.42 5/18/2020-16	3133EGAX3	0.71	05/18/2016	1.433	1,000,000.00	999,490.00	1,000,000.00	05/18/2020	231	5,206.67
FFCB 2 9/12/2022-17	3133EHXZ1	2.13	09/12/2017	2.000	3,000,000.00	3,000,000.00	3,000,000.00	09/12/2022	1,078	3,000.00
FFCB 2.15 7/12/2022-18	3133EHQZ9	1.42	07/12/2017	2.150	2,000,000.00	2,000,000.00	2,000,000.00	07/12/2022	1,016	9,316.67
FFCB 2.15 9/28/2022-17	3133EHA78	2.13	09/28/2017	2.150	3,000,000.00	3,000,000.00	3,000,000.00	09/28/2022	1,094	358.33
FFCB 2.3 6/7/2023-21	3133EKNY8	1.42	06/07/2019	2.300	2,000,000.00	2,000,000.00	2,000,000.00	06/07/2023	1,346	14,438.89
FFCB 2.75 5/26/2020	3133EJW88	2.67	11/28/2018	2.750	3,775,000.00	3,775,000.00	3,775,000.00	05/26/2020	239	35,757.64
FFCB 2.76 5/5/2020	3133EJQ51	2.13	11/28/2018	2.760	3,000,000.00	3,000,000.00	3,000,000.00	05/05/2020	218	33,350.00
FFCB 2.8 12/17/2021	3133EJ3B3	3.54	12/17/2018	2.800	5,000,000.00	5,000,000.00	5,000,000.00	12/17/2021	809	40,055.56
FHLB 1.6 4/13/2020	3130AB3F1	0.71	04/13/2017	1.600	1,000,000.00	1,000,000.00	1,000,000.00	04/13/2020	196	7,422.22
FHLB 1.875 11/29/2021	3130AABG2	1.42	11/30/2016	2.115	2,000,000.00	1,977,324.00	2,000,000.00	11/29/2021	791	12,604.17
FHLB 2.2 1/29/2021-19	3130ADC26	1.42	01/29/2018	2.200	2,000,000.00	2,000,000.00	2,000,000.00	01/29/2021	487	7,455.56
FHLB 2.55 6/5/2024-20	3130AGKB0	2.13	06/05/2019	2.550	3,000,000.00	3,000,000.00	3,000,000.00	06/05/2024	1,710	24,437.50
FHLB 3 1/29/2024-20	3130AFNZ6	1.42	01/29/2019	3.000	2,000,000.00	2,000,000.00	2,000,000.00	01/29/2024	1,582	10,166.67
FHLB Step 4/15/2024-20	3130AGAA3	2.13	04/15/2019	2.749	3,000,000.00	3,000,000.00	3,000,000.00	04/15/2024	1,659	33,687.50
FHLB Step 9/30/2021-19	3130A9DH1	2.13	09/30/2016	1.827	3,000,000.00	3,000,000.00	3,000,000.00	09/30/2021	731	0.00
FHLMC 1.35 11/26/2019-19	3134G9KW6	0.71	05/26/2016	1.350	1,000,000.00	1,000,000.00	1,000,000.00	11/26/2019	57	4,650.00

FHLMC 1.7 12/22/2020	3134GBSA1	1.42	06/22/2017	1.700	2,000,000.00	2,000,000.00	2,000,000.00	12/22/2020	449	9,255.56
FHLMC 2 1/8/2021-20	3134GTZM8	2.83	07/08/2019	2.000	4,000,000.00	4,000,000.00	4,000,000.00	01/08/2021	466	18,222.22
FHLMC 2 10/27/2021-19	3134GBWK4	2.13	07/27/2017	2.000	3,000,000.00	3,000,000.00	3,000,000.00	10/27/2021	758	25,500.00
FHLMC 2.02 11/24/2021-19	3134GBMX7	0.72	05/24/2017	2.020	1,020,000.00	1,020,000.00	1,020,000.00	11/24/2021	786	7,211.40
FHLMC 2.15 8/19/2024-20	3134GT2L6	2.13	08/19/2019	2.150	3,000,000.00	3,000,000.00	3,000,000.00	08/19/2024	1,785	7,345.83
FHLMC 2.25 8/5/2024-20	3134GTQ30	0.71	08/05/2019	2.250	1,000,000.00	1,000,000.00	1,000,000.00	08/05/2024	1,771	3,437.50
FHLMC 2.3 7/30/2024-20	3134GTP56	1.42	07/30/2019	2.300	2,000,000.00	2,000,000.00	2,000,000.00	07/30/2024	1,765	7,666.67
FHLMC 2.5 10/30/2020-19	3134GTTK8	4.25	04/30/2019	2.500	6,000,000.00	6,000,000.00	6,000,000.00	10/30/2020	396	62,500.00
FHLMC 2.5 6/6/2022-19	3134GTSD6	1.42	06/06/2019	2.500	2,000,000.00	2,000,000.00	2,000,000.00	06/06/2022	980	15,833.33
FHLMC 2.75 4/15/2024-19	3134GTBQ5	1.42	04/15/2019	2.750	2,000,000.00	2,000,000.00	2,000,000.00	04/15/2024	1,659	25,208.33
FHLMC Step 4/24/2020	3134GBGD8	1.42	04/24/2017	1.695	2,000,000.00	1,998,000.00	2,000,000.00	04/24/2020	207	17,333.33
FHLMC Step 6/15/2022-19	3134GBRV6	0.71	06/15/2017	2.420	1,000,000.00	1,000,000.00	1,000,000.00	06/15/2022	989	5,833.33
FNMA 1.25 10/28/2019-19	3135G0Q71	1.42	10/28/2016	1.250	2,000,000.00	2,000,000.00	2,000,000.00	10/28/2019	28	10,555.56
FNMA 1.25 5/6/2021	3135G0K69	1.42	05/16/2016	1.418	2,000,000.00	1,983,900.00	2,000,000.00	05/06/2021	584	10,000.00
FNMA 1.4 11/26/2019-19	3136G2YA9	1.42	02/26/2016	1.400	2,000,000.00	2,000,000.00	2,000,000.00	11/26/2019	57	2,644.44
FNMA 1.5 5/26/2021	3136G3PR0	1.42	05/26/2016	1.500	2,000,000.00	2,000,000.00	2,000,000.00	05/26/2021	604	10,333.33
FNMA 1.55 7/27/2021-19	3136G3H24	4.25	07/27/2016	1.550	6,000,000.00	6,000,000.00	6,000,000.00	07/27/2021	666	16,275.00
Sub Total / Average Federal Agencies - 100 %		61.49		2.120	86,795,000.00	86,749,714.00	86,795,000.00		785	511,181.55
Local Agency Investment Fund - \$ 50M										
LAIF LGIP	LAIF4000	14.52	09/30/2018	2.280	20,500,000.00	20,500,000.00	20,500,000.00	N/A	1	
Sub Total / Average Local Agency Investment Fund - \$ 50M		14.52		2.280	20,500,000.00	20,500,000.00	20,500,000.00		1	0.00
Treasury Notes   Bonds - 100 %										
T-Note 1.5 7/15/2020	9128282J8	1.42	07/15/2017	2.110	2,000,000.00	1,964,687.50	2,000,000.00	07/15/2020	289	6,277.17
Sub Total / Average Treasury Notes   Bonds - 100 %		1.42		2.110	2,000,000.00	1,964,687.50	2,000,000.00		289	6,277.17
UBS Money Market - 10 %										
UBS Financial MM	MM9591	1.77	06/30/2018	2.010	2,500,000.00	2,500,000.00	2,500,000.00	N/A	1	
Sub Total / Average UBS Money Market - 10 %		1.77		2.010	2,500,000.00	2,500,000.00	2,500,000.00		1	0.00
Total / Average		100		2.142	141,160,000.00	140,889,545.81	141,160,000.00		550	562,911.41

COUNTY OF INYO  
PARS OPEB Trust Program

Account Report for the Period  
9/1/2019 to 9/30/2019

Clint Quilter  
County Administrative Officer  
County of Inyo  
P.O. Drawer N  
Independence, CA 93526

*Account Summary*

Source	Beginning Balance as of 9/1/2019	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 9/30/2019
OPEB	\$7,362,036.06	\$0.00	\$54,622.40	\$1,909.18	\$0.00	\$0.00	\$7,414,749.28
<b>Totals</b>	<b>\$7,362,036.06</b>	<b>\$0.00</b>	<b>\$54,622.40</b>	<b>\$1,909.18</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$7,414,749.28</b>

*Investment Selection*

Moderate HighMark PLUS

*Investment Objective*

The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.

*Investment Return*

1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
			3-Years	5-Years	10-Years	
0.73%	0.73%	6.76%	7.69%	6.19%	-	6/16/2010

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.

Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.

Account balances are inclusive of Trust Administration, Trustee and Investment Management fees

**APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)**

ABC 211 (6/99)

**TO:** Department of Alcoholic Beverage Control  
4800 STOCKDALE HWY  
STE 213  
BAKERSFIELD, CA 93309  
(661) 395-2731

File Number: **613245**  
Receipt Number: **2615472**  
Geographical Code: **1400**  
Copies Mailed Date: **December 4, 2019**  
Issued Date:

DISTRICT SERVING LOCATION: **BAKERSFIELD**

First Owner: **JHK HOLDINGS LLC**  
Name of Business: **BOULDER CREEK RV RESORT**  
Location of Business: **2550 S STATE HIGHWAY 395  
LONE PINE, CA 93545**

County: **INYO**

Is Premises inside city limits? **No**

Census Tract: **0008.00**

Mailing Address:(If different from premises address) **16813 OUTRIGGER CIRCLE  
CERRITOS, CA 90703**

Type of license(s): **20**

Dropping Partner: Yes  No

Transferor's license/name: **457797 / BOULDER CREEK RESORT LLC**

RECEIVED  
2019 DEC -9 AM 11:40  
INYO COUNTY  
ADMINISTRATIVE  
SERVICES DIVISION

<u>License Type</u>	<u>Transaction Type</u>	<u>Master</u>	<u>Secondary LT And Count</u>	
20 - Off-Sale Beer And Wine	PER	Y		

<u>License Type</u>	<u>Transaction Description</u>	<u>Fee Code</u>	<u>Dup</u>	<u>Date</u>	<u>Fee</u>
Application Fee	STATE FINGERPRINTS	NA	2	12/04/19	\$78.00
Application Fee	PERSON TO PERSON TRF	NA	0	12/04/19	\$335.00
Application Fee	FEDERAL FINGERPRINTS	NA	2	12/04/19	\$48.00
20 - Off-Sale Beer And Wine	ANNUAL FEE	NA	0	12/04/19	\$400.00
<b>Total</b>					<b>\$861.00</b>

Have you ever been convicted of a felony? **No**

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

STATE OF CALIFORNIA      County of INYO

Date: December 4, 2019

Applicant Name(s)

**JHK HOLDINGS LLC**