

# Agenda



## County of Inyo Board of Supervisors

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

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

Board Members and Staff will participate via Zoom webinar, accessible to the public at <https://zoom.us/j/868254781>. Individuals will be asked to provide their name and an email address in order to access the videoconference. Anyone who does not want to provide their email address may use the following generic, non-functioning address to gain access: [donotreply@inyocounty.us](mailto:donotreply@inyocounty.us).

Anyone wishing to make either a general public comment or a comment on a specific agenda item prior to the meeting or as the item is being heard, may do so either in writing or by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Written public comment, limited to **250 words or less**, may be emailed to the Assistant Clerk of the Board at [boardclerk@inyocounty.us](mailto:boardclerk@inyocounty.us). Your comments may or may not be read aloud, but all comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.

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

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

### **March 16, 2021 - 8:30 AM**

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

### **CLOSED SESSION**

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9** – Names of cases: *LADWP v. Inyo County et al.* (CA 5th District Court of Appeal Case No. F081389) and *Inyo County v. LADWP* (Kern County Sup. Ct. Case Nos. BCV-18-101260-TSC, BCV-18-101261-TSC, and BCV-18-101262-TSC).
3. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code §54956.9: two potential cases.
4. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Clint Quilter, Assistant County Administrator Leslie Chapman, Deputy Personnel Director Sue

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

- 10 A.M.
5. **PLEDGE OF ALLEGIANCE**
  6. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
  7. **PUBLIC COMMENT**
  8. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
  9. **COVID-19 STAFF UPDATE**

**DEPARTMENTAL - PERSONNEL ACTIONS**

10. **Health & Human Services - Social Services** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Social Service Aide exists in one or more non-General Fund budgets, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but as a State Merit System position, an open recruitment is more appropriate to ensure qualified applicants apply; C) approve the hiring of one (1) Social Service Aide at Range 60 (\$3,758 - \$4,564); and D) if an internal candidate is hired as a result of the open recruitment, authorize HHS to backfill the resulting vacancy.
11. **Public Works** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Airport Technician I or II exists in the Bishop Airport Budget, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Airport Technician I, Range 56 (\$3,425 - \$4,155) or an Airport Technician II, Range 60 (\$3,758 - \$4,564), depending on qualifications.

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

12. **County Administrator - Information Services** - Request Board amend the approved annual lease payment amount from \$125,000 plus any per copy overage fees, to \$156,000 plus any per copy overage fees, payable to Canon Financial Services for photocopy machine lease and management by American Business Machines.
13. **County Administrator - Risk Management** - Request Board approve the agreement between the County of Inyo and Angelo Kilday & Kildruff LLP of Sacramento, CA for the provision of legal services in an amount not to exceed

\$75,000 for the period of March 8, 2021 until the subject litigation is completed, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

14. **Health & Human Services** - Request Board authorize the issuance of a purchase order in an amount not to exceed \$35,000, payable to Jack Frost, LLC of North Las Vegas, NV for freezer trailer.
15. **Health & Human Services - Behavioral Health** - Request Board approve the contract between Inyo County Health and Human Services Behavioral Health and Inyo County Office of Education in a total amount not to exceed \$19,340 for the implementation of the Mental Health Services Act (MHSA) Prevention Early Intervention (PEI) North Star Counseling Program for the contract period of April 1, 2021 to June 30, 2021, and authorize the Chairperson to sign contingent upon all appropriate signatures being obtained.
16. **Health & Human Services - Health/Prevention** - Request Board approve Amendment No. 1 to the agreement between the County of Inyo and Dwayne's Friendly Pharmacy of Bishop, CA, extending the term end date from June 30, 2021 to June 30, 2022 and increasing the contract by \$125,000 for a total amount not to exceed \$775,000, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
17. **Public Works** - Request Board: A) approve the expenditure of up to \$20,000 for temporary labor to facilitate the relocation of County staff from the existing Bishop offices to the new building at 1360 N. Main Street, Bishop; B) approve an agreement between the County of Inyo and a Sierra Employment Services provider of temporary labor in Bishop, CA in an amount not to exceed \$20,000 for a three-month period, commencing from the execution of the agreement and continuing to June 30, 2021; C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and D) approve the rental of one box van and hand trucks from U-Haul Bishop for approximately six weeks.

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

18. **County Administrator - Museum** - Request Board receive a presentation on the planned Track Extension Project at the Eastern California Museum.
19. **County Administrator - Advertising County Resources** - Request Board receive routine oral report from Inyo Film Commissioner Chris Langley.
20. **County Administrator - Economic Development** - Request Board: A) receive presentation/update from Kristi More, of The Ferguson Group, on legislative issues relevant to Inyo County; and B) review, discuss and adopt the Inyo County 2021 Federal Legislative Platform.
21. **Planning Department** - Request Board accept and provide comments on the draft Inyo County 2020 General Plan Annual Progress Report (APR), and direct staff to forward the APR with any modifications to the State of California's Department of Housing and Community Development and Governor's Office of Planning and Research.

22. **Sheriff** - Request Board: A) amend the Fiscal Year 2020-2021 Sheriff General Budget (022700) as follows: increase appropriations in revenue code Operating Transfers In (4998) by \$8,230 and increase appropriations in expense code Professional Services (5265) by \$8,230 (*4/5ths vote required*); B) amend the Fiscal Year 2020-2021 Sheriff AB443 Trust (502709) as follows: increase appropriations in expense code Operating Transfers Out (5801) by \$8,230 (*4/5ths vote required*); and C) ratify and approve amendment number one (1) between the County of Inyo and Cal-OES for the provision of microwave link maintenance increasing the amount not to exceed from \$65,000 to \$86,667 and extend the period from December 31, 2020 through December 31, 2021 contingent upon the Board's approval of future budgets, and authorize the Sheriff or designee to sign, contingent upon all appropriate signatures being obtained.
23. **Sheriff** - Request Board: A) declare Mobile Relay Associates, LLC of Paramount, CA a sole-source supplier of two-way radios/programming, and service provider for a UHF trunked radio system; B) approve contract with Mobile Relay Associates, LLC for their services of providing a UHF trunked radio system for the period of March 9, 2021 through March 9, 2024 in an amount not to exceed \$26.50 per radio, per month, for access on their system, contingent upon adoption of future budgets; and C) authorize the Sheriff or designee to sign, contingent upon all appropriate signatures being obtained.
24. **Public Works** - Request Board: A) amend the Fiscal Year 2020-2021 Deferred Maintenance Budget (011501) as follows: increase estimated revenue in Operating Transfers In (4998) by \$17,440 and decrease appropriation in Maintenance of Structures (5191) by \$14,000 and increase appropriation in Equipment (5650) by \$31,440 (*4/5ths vote required*); B) award the contract for the Progress House Generator Project (Project) to Eldridge Electric & Son, Inc. of Bishop, CA as the successful bidder; C) approve the construction contract between the County of Inyo and Eldridge Electric & Son, Inc. of Bishop, CA in the amount of \$31,439.89, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and D) authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.
25. **Public Works** - Request Board ratify and approve Amendment 2 to the contract between the County of Inyo and Eastern Sierra Engineering of Reno, NV for the provision of material testing services in an amount not to exceed \$13,950 for the period of December 15, 2020 through May 31, 2021, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
26. **Public Works** - Request Board ratify and approve the grant agreement between the County of Inyo and the United States Department of Agriculture's Rural Development Program in the amount of \$145,478 for the Independence Water Main Installation Project, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
27. **Health & Human Services - Behavioral Health** - Request Board ratify and approve Amendment Number 1 to the contract between Inyo County Health and Human Services Behavioral Health and Dr. Goshgarian in a total amount not to exceed \$16,325 for an extension of the original contract period from December 31, 2020 to June 30, 2021, and authorize the Chairperson to sign.

28. **County Administrator - Information Services** - Request Board approve the contract between the County of Inyo and Inyo Networks of Rancho Cucamonga, CA, for the provision of Dark Fiber Construction to extend the County's dark fiber network backbone in an amount not to exceed \$64,257.75 for the period of March 16, 2021 through June 30, 2021, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
29. **County Administrator - Information Services** - Request Board ratify and approve purchases from Strictly Tech for an amount not to exceed \$115,000 for the purchase of 100 HP ProBook 450 laptop computers with 3-year warranties and 100 Kensington docking stations, pursuant to the Technology Refresh Initiative.
30. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meetings of February 16, 2021 and March 2, 2021.

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

31. **11 A.M. - Ag Commissioner-Cannabis** - Request Board: A) conduct a public hearing to consider a request from commercial cannabis business licensee ShadeGrown Farms, LLC to change their existing cultivation license type of less than 5,000 square feet to the cultivation in excess of 5,000 square feet license type; and B) Authorize the requested license modification subject to the licensee's express agreement to hold the County harmless from any challenges resulting from this license modification.

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

32. ***PUBLIC COMMENT***

**BOARD MEMBERS AND STAFF REPORTS**



# County of Inyo



## Health & Human Services - Social Services

### DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

**MEETING:** March 16, 2021

**FROM:** Rhiannon Baker

**SUBJECT:** Request to hire one full time Social Service Aide in the HHS Adult Social Services 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 one (1) Social Service Aide exists in one or more non-General Fund budgets, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but as a State Merit System position, an open recruitment is more appropriate to ensure qualified applicants apply; C) approve the hiring of one (1) Social Service Aide at Range 60 (\$3,758 - \$4,564); and D) if an internal candidate is hired as a result of the open recruitment, authorize HHS to backfill the resulting vacancy.

**SUMMARY/JUSTIFICATION:**

A Social Service Aide position in our Adult and Children's Social Services Division recently became vacant. The HHS Specialists perform many vital duties within the Adult Social Services Programs. This position has the primary responsibility for providing support to the Adult Social Services division, including data management of In Home Supportive Services (IHSS); providing Information and Assistance services for Inyo and Mono counties through ESAAA; accepting and tracking outcomes of reports of suspected abuse or neglect of elderly and dependent adults and assisting with IHSS reassessments. The use of our HHS Specialists to support our social worker staff is critical to the overall functioning of the Adult Social Services Division, as they ensure that social workers are supported in a manner that promotes their ability to effectively assess and support the safety of our elderly/dependent adult populations. This position also provides some entry level case management support to the Adult Social Services program, helping to further support the social workers, as they continue to incorporate increased state and federal requirements.

The Department is respectfully requesting authorization to hire a Social Service Aide in the Adult Social Services Division

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to authorize the hiring of the Social Service Aide position. This would severely

impact the division's ability to perform the mandated duties of the division, maintain timely data entry and reporting in Adult Social Services and IHSS and to provide support to the social work staff in Adult Services.

**OTHER AGENCY INVOLVEMENT:**

Courts, Law Enforcement, Probation, Schools, Public Health, Mental Health, Toiyabe Family Services, Local Tribal ICWA, Wild Iris, and CASA

**FINANCING:**

State, Federal, Social Services Realignment, and County General funds. This position is budgeted 80% in Social Services (055800) and 20% in ESAAA (683000) in the Salary and Benefits object categories.

**ATTACHMENTS:**

**APPROVALS:**

Rhiannon Baker	Created/Initiated - 3/2/2021
Darcy Ellis	Approved - 3/2/2021
Melissa Best-Baker	Approved - 3/2/2021
Marilyn Mann	Approved - 3/4/2021
Sue Dishion	Approved - 3/8/2021
Amy Shepherd	Approved - 3/8/2021
Marilyn Mann	Final Approval - 3/8/2021



# County of Inyo



## Public Works

### DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

**MEETING:** March 16, 2021

**FROM:** Director of Public Works

**SUBJECT:** Approval to hire one Airport Technician I or II

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**RECOMMENDED ACTION:**

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Airport Technician I or II exists in the Bishop Airport Budget, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Airport Technician I, Range 56 (\$3,425 - \$4,155) or an Airport Technician II, Range 60 (\$3,758 - \$4,564), depending on qualifications.

**SUMMARY/JUSTIFICATION:**

At the October 20, 2020 Board Meeting, your Board approved several modifications to the staffing structure of the Airport Division. One of the changes was the addition of one Airport Technician I/II to the Public Works Authorized Strength. Public Works is requesting authorization to fill this new position.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

10/20/2020 - This position was added to the Public Works Authorized Strength

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to authorize the filling of this position at this time, this is not recommended as the position is authorized and budgeted. The duties of the Airport Operations staff will increase with the proposed introduction of commercial airline service at the Bishop Airport, and it takes a significant amount of time to train new staff for the various duties.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

This position will be paid through the Bishop Airport Budget (150100).



**ATTACHMENTS:**

**APPROVALS:**

Ashley Helms	Created/Initiated - 3/4/2021
Darcy Ellis	Approved - 3/4/2021
Ashley Helms	Approved - 3/4/2021
Breanne Nelums	Approved - 3/4/2021
Michael Errante	Approved - 3/4/2021
Sue Dishion	Approved - 3/5/2021
Marshall Rudolph	Approved - 3/5/2021
Amy Shepherd	Approved - 3/5/2021
Michael Errante	Final Approval - 3/5/2021



# County of Inyo



## County Administrator - Information Services

### CONSENT - ACTION REQUIRED

**MEETING:** March 16, 2021

**FROM:** Scott Armstrong

**SUBJECT:** Request Board to authorize additional amount for lease payments, payable to Canon Financial Services ("CFS") for photocopy machine lease and management by American Business Machines ("ABM")

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**RECOMMENDED ACTION:**

Request Board amend the approved annual lease payment amount from \$125,000 plus any per copy overage fees, to \$156,000 plus any per copy overage fees, payable to Canon Financial Services for photocopy machine lease and management by American Business Machines.

**SUMMARY/JUSTIFICATION:**

In January 2019 your Board approved the 5 year lease agreement and contract with American Business Machines and CFS for the purpose of upgrading the County's photocopy machines. The initial agreement was for 42 managed, multi-functional copier, printer, fax machines, most with color capability. Since the deployment of the machines many departments have been able to surplus old and expensive standalone printers while embracing a centralized printing model.

In July 2019 your Board approved an Amendment to the contract by adding an additional multi-function machines across the County's departments. However, Information Services did not request increased spending authority from the Board at that time. This Amendment is to increase the approved amount for lease payments from \$125,000 to \$156,000 plus overage fees, out of budget (011801) object code (5285). Funds for the additional lease cost were included in the Board approved 2020-2021 budget.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to approve the amendment, in which case Information Services (011801) would not have enough funds to cover remaining lease payments due. This option is not recommended since it would force the County to default on payments and possibly have to return machines.

**OTHER AGENCY INVOLVEMENT:**

Auditor's Office

**FINANCING:**

Funding for this lease was requested in the FY 2020-2021. Funding for obligations in future years will be requested in the Information Services budget for those years. Information Services collects print counts on a monthly basis and bills departments quarterly based on their printing activity.

**ATTACHMENTS:**

1. 07.09.19 - Canon Financial Services Contract Amendment 1
2. 01.28.20 - CFS &ABM Master Lease

**APPROVALS:**

Rochelle Romo	Created/Initiated - 3/4/2021
Darcy Ellis	Approved - 3/5/2021
Amy Shepherd	Approved - 3/8/2021
Scott Armstrong	Final Approval - 3/8/2021

# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

## **AMENDED BY BOARD ORDER 10.01.19**

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 9<sup>th</sup> day of July 2019 an order was duly made and entered as follows:

*Information  
Services – Canon  
Financial  
Services Contract  
Amendment 1*

Moved by Supervisor Griffiths and seconded by Supervisor Kingsley to: A) approve Amendment No. 1 to the lease agreement between the County of Inyo and Canon Financial Services for photocopier machine leasing and management by American Business Machines, adding 11 managed multi-function machines through CFS and ABM for a 55-month term, for a total contract amount not to exceed \$100,800 plus any per-copy overage fees; and B) authorize the Chairperson to sign the lease agreement amendment, lease agreement for 11 additional machines, and municipal fiscal funding addendum, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: Information Services DATE: October 1, 2019

WITNESS my hand and the seal of said Board this 9<sup>th</sup>  
Day of July, 2019



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

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

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

# *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 9th day of July 2019 an order was duly made and entered as follows:

*Information  
Services – Canon  
Financial Services  
Contract  
Amendment 1*

Moved by Supervisor Griffiths and seconded by Supervisor Kingsley to: A) approve Amendment No. 1 to the lease agreement between the County of Inyo and Canon Financial Services for photocopy machine leasing and management by American Business Machines, adding 11 managed multi-function machines through CFS and ABM for a 55-month term for an annual amount of \$10,800 plus any per-copy overage fees; and B) authorize the Chairperson to sign the lease agreement amendment, lease agreement for 11 additional machines, and municipal fiscal funding addendum, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 9th  
Day of July, 2019

<i>Routing</i>
CC Purchasing X Personnel Auditor CAO Other: Information Services DATE: July 12, 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: <b>AGENDA NUMBER</b>
9

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

**FROM:** County Administrator – Information Services

**FOR THE BOARD MEETING:** July 9, 2019

**SUBJECT:** Request approval to amend the contract with Canon Financial Services (“CFS”) for photocopy machine lease and management by American Business Machines (“ABM”).

**DEPARTMENTAL RECOMMENDATION:**

Request that the Board approve Amendment 1 to the lease agreement for 11 additional managed multi-function machines through CFS and ABM for a 55 month term and an annual amount of \$10,800 plus any per copy overage fees.

**SUMMARY DISCUSSION:**

In January 2019 your Board approved the 5 year lease agreement and contract with American Business Machines and CFS for the purpose of upgrading the County’s photocopy machines. The initial agreement was for 42 managed, multi-functional copier, printer, fax machines, most with color capability. Since the deployment of the machines many departments have been able to surplus old and expensive standalone printers while embracing a centralized printing model.

Since the departments have seen the benefit of utilizing the managed multi-function machines vs the more expensive alternative, many have requested to have additional machines in offices currently not equipped with managed machines. This Amendment to the contract will add an additional 11 multi-function machines across the County’s departments.

**ALTERNATIVES:** The Board could choose not to approve the amendment, in which case departments would need to look at obtaining multi-function printers from another source. This option is not recommended since would cost the departments, and ultimately the County more money than amending the current lease agreement.

**OTHER AGENCY INVOLVEMENT:**

1. County Counsel to review and approve the amendment
2. Sheriff, Farm Advisor, Public Guardian and HHS to receive the new managed machines
3. Auditor's office to review and approve the amendment and payments

**FINANCING:** Funding for this estimated cost was requested in the FY 2019-20. Funding for obligations in future years will be requested in the Information Services budget for those years. Information Services collects print counts on a monthly basis and bills departments quarterly based on their printing activity.

**APPROVALS**

<p>COUNTY COUNSEL:</p>	<p>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i></p> <p style="text-align: right;">Approved: <u>yes</u> Date <u>7/2/19</u></p>
<p>AUDITOR/CONTROLLER:</p>	<p>ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i></p> <p style="text-align: right;">Approved: <u>yes</u> Date <u>7/2/19</u></p>
<p>PERSONNEL DIRECTOR:</p> <p style="text-align: center;">N/A</p>	<p>PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i></p> <p style="text-align: right;">Approved: _____ Date _____</p>
<p>BUDGET OFFICER:</p> <p style="text-align: center;">N/A</p>	<p>BUDGET RELATED ITEMS <i>(Must be reviewed and approved by the budget officer prior to submission to the board clerk.)</i></p> <p style="text-align: right;">Approved: _____ Date _____</p>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)  
(The Original plus 14 copies of this document are required)



Date: July 2, 2019

**AMENDMENT NUMBER 1 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
American Business Machines  
FOR THE LEASE OF COPY MACHINE EQUIPMENT, MAINTENANCE SERVICES AND TRAINING  
SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and American Business Machines, of Bakersfield, California (hereinafter referred to as "ABM"), have entered into an Agreement for the lease of copy machine equipment, maintenance services and training services January 20, 2019, on Canon Financial Services Total Solution Lease Agreement, for the term from January 20, 2019 to January 19, 2024. A Copy of that Agreement is attached hereto as Attachment 1.

WHEREAS, County and ABM do desire and consent to amend such Agreement as set forth below:

1. **Add ~~11~~ additional copy machines to original lease agreement.**  
As set forth in Attachment 2, add 11 additional machines, for a term of 55 months at the cost of \$ 828.00 + applicable taxes per month in addition to the original amount.
  
2. County and ABM agree to execute the "Total Solution Lease Agreement" as set forth in Attachment 2 hereto, and to execute the Municipal Fiscal Funding Addendum as set forth in Attachment 3 hereto.

The effective date of this Amendment to the Agreement is \_\_\_\_\_.  
All the other terms and conditions of the Agreement are unchanged and remain the same.

COUNTY OF INYO

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

Dated: July 9, 2019

AMERICAN BUSINESS MACHINES

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

signature

RYAN JONES

Type or Print

Dated: 7/1/2019

APPROVED AS TO FORM AND LEGALITY

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO RISK ASSESSMENT:

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



**ATTACHMENT 2**

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
American Business Machines  
FOR THE LEASE OF COPY MACHINE EQUIPMENT, MAINTENANCE  
SERVICES AND TRAINING SERVICES**

**TERM:**

**FROM:** JANUARY 20, 2019 **TO:** JANUARY 10, 2024

**SEE ATTACHED:**

- LEASE AGREEMENT FOR 11 ADDITIONAL MACHINES
- SCHEDULE A SCHEDULE OF FEES FOR 11 ADDITIONAL MACHINES



**CANON FINANCIAL SERVICES, INC.** ("CFS")  
 Remittance Address: 14904 Collections Center Dr.  
 Chicago, Illinois 60693 (800) 220-0200

**TOTAL SOLUTION  
 LEASE AGREEMENT**  
 CFS-1015 (01/17)

LESSOR'S AGREEMENT  
 NUMBER:

COMPANY LEGAL NAME Inyo California, County Of	DBA	PHONE (*Customer*) 760-878-0398
BILLING ADDRESS 168 North Edwards Street	CITY Independence	COUNTY Inyo
EQUIPMENT ADDRESS See Schedule A	CITY	STATE CA
		ZIP 93526

Make / Model / Accessory	Serial Number	Monthly Guaranteed Minimum Copies		Overage Copy Charge *		Initial Meter Reading	
		(Black & White)	(Color)	(Black & White)	(Color)	(Black & White)	(Color)
Aggregate and Co Terminus with Lease # 001-0086457-004							
<b>TOTALS</b>		11,000	0/CPC	0.0092	0.06		

**Guaranteed Copy Plan:**  Individual  Aggregate (Totals only required)

**Payment Frequency:**  Monthly  Quarterly  Other: \_\_\_\_\_

**Meter Reading Frequency:**  Monthly  Quarterly  Other: \_\_\_\_\_

**End of Term Purchase Option:**  \$1.00  Fair Market Value  Other: \_\_\_\_\_

**Term:** 55 months

**Minimum Monthly Rental Payment \*:** \$828.00

**Service and Supplies Included \*:**  Supplies  Maintenance  
 \* Plus Applicable Taxes

THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE EXECUTION OF THIS AGREEMENT ON BEHALF OF CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN. THE UNDERSIGNED HAS READ, UNDERSTANDS AND HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

<b>ACCEPTED</b>	<b>AUTHORIZED CUSTOMER SIGNATURE</b>
DEALER: American Business Machines ("Dealer")	By: <i>[Signature]</i> Title: Chairperson
By: <i>[Signature]</i>	Printed Name: Rick Pucci Email address: _____
Print Name: Ryan Jones	Tax ID#: _____ If proprietor, DOB: _____ Date: _____
Title: General Manager	By: X _____ Title: _____
Date: _____	Printed Name: _____ Email address: _____

**ACCEPTANCE CERTIFICATE**

To Dealer Customer certifies that (a) the Equipment referred to in this Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to Customer, and (d) the Equipment is irrevocably accepted by Customer for all purposes under this Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.

Signature: *[Signature]* Printed Name: Jayme Westervelt Title (if any): Deputy Director Date: 7/23/19

**TERMS AND CONDITIONS**

- AGREEMENT:** Dealer rents to Customer, a \_\_\_\_\_ organized under the laws of the State of \_\_\_\_\_ with its chief executive office at \_\_\_\_\_ and Customer rents from Dealer all the equipment described above, together with all replacement parts and substitutions for and additions to such equipment ("Equipment") upon the terms and conditions set forth in this Total Solution Lease Agreement ("Agreement"). This Agreement is entered into between Customer and Dealer, but Dealer intends to assign it to Canon Financial Services, Inc. ("CFS"), with its place of business at 158 Galter Drive, Suite 200, Mount Laurel, New Jersey 08054, and CFS shall succeed to Dealer's rights and benefits hereunder, including ownership of and title to the Equipment, but not the Dealer's obligations hereunder. Prior to such assignment, Dealer shall be "Lessor", after such assignment, CFS shall be "Lessor".
- TERM OF AGREEMENT:** This Agreement shall be effective on the date the Equipment is delivered to Customer ("Commencement Date"), provided Customer executes Lessor's form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. The term of this Agreement begins on the date accepted by Lessor or any later date that Lessor designates ("Agreement Date"), and shall consist of the payment periods specified above, any Interim Period, and any renewal periods. After acceptance of the Equipment, Customer shall have no right to revoke such acceptance or cancel this Agreement during the term hereof. The term of this Agreement shall end, unless sooner terminated by Lessor, when all amounts required to be paid by Customer under this Agreement have been paid as provided and either (a) Customer has purchased the Equipment in accordance with the terms hereof or (b) the Equipment has been returned at the end of the scheduled term or renewal term in accordance with the terms hereof. Customer has no right to return the Equipment to Lessor prior to the end of the scheduled term of this Agreement for any reason whatsoever, including, without limitation, payment of all amounts due hereunder prior to the end of the scheduled term.
- PAYMENTS:** Customer agrees to pay to Lessor, as invoiced, during the term of this Agreement, (a) the payments specified under "Minimum Monthly Rental Payment" and any "Overage Copy Charges" above and (b) such other amounts permitted hereunder as invoiced by Lessor ("Payments"). Customer also agrees to pay to Lessor an interim payment in an amount equal to 1/30<sup>th</sup> of the monthly amount of the Payment multiplied by the number of days between the Commencement Date and the Agreement Date ("Interim Period") as determined by Lessor. The amount of each Payment and the End of Term Purchase Option ("Purchase Option") price specified above are based on the supplier's best estimate of the cost of the Equipment and any related services and supplies. Customer authorizes Lessor to adjust the Payment and Purchase Option herein by up to fifteen percent (15%) if the actual total cost of the Equipment and any related services and supplies, including any sales or use tax, is more or less than originally estimated. Once in each twelve (12) month period following the first anniversary of this Agreement, Dealer has the right to increase both (i) the portion of the Minimum Monthly Rental Payment related to copy charges and (ii) the Overage Copy Charge on each anniversary of the Commencement Date in an amount not to exceed fifteen percent (15%) of such charges which were in effect immediately prior to such price increase. Customer shall remit all Payments hereunder directly to CFS at 14904 Collections Center Drive, Chicago, Illinois 60693, unless otherwise directed by Lessor. Customer's obligation to pay all amounts due under this Agreement and all other obligations hereunder is absolute and unconditional and is not subject to any abatement, set-off, defense, or counterclaim for any reason whatsoever.
- APPLICATION OF PAYMENTS; METER READING:** All Payments received by Lessor from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of the charge shown on the invoice for each such amount and among amounts having the same date in such order as Lessor, in its discretion, may determine. Customer agrees to advise Dealer of the meter readings for the Equipment upon request.
- NO LESSOR WARRANTIES:** CUSTOMER ACKNOWLEDGES THAT NEITHER DEALER NOR CFS IS A MANUFACTURER, AND CFS IS NOT A DEALER OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN, AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT NEITHER DEALER NOR CFS HAS MADE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE

**PERSONAL GUARANTY**

The undersigned (whether one or more are specified, "Guarantor(s)"), in consideration of the Dealer identified above ("Dealer") entering into, and Canon Financial Services, Inc. ("CFS") accepting an assignment of (prior to such assignment, Dealer shall be the "Lessor", and after such assignment, CFS shall be "Lessor"), an agreement (together with any schedules or supplements thereto, "Agreement") with Customer identified above ("Customer") irrevocably and unconditionally, jointly and severally, guarantee to Lessor, and its successors and assigns, the payment when due of all amounts owed under the Agreement (whether at maturity or upon the occurrence of an event of default or otherwise) and the performance of all terms of the Agreement and any other transaction between Customer and Lessor (collectively, "Liabilities"). If Customer shall fail to pay or perform any Liabilities when due, Guarantors shall, upon demand, pay any amounts which may be due from Customer and take any action required of Customer under the Agreement. This is an absolute and continuing guaranty, and Guarantors' liability under this Guaranty is primary and will not be affected by any settlement, extension, renewal or modification of the Agreement or any discharge or release of Customer's obligations, whether by agreement or operation of law.

If any payment on the Liabilities is thereafter set aside, recovered or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of Customer or any other person), the Liabilities to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such Liabilities as fully as if such application had never been made. This Guaranty may be terminated only upon sixty (60) days' prior written notice to Lessor, and such termination shall be effective only as to Liabilities arising under schedules, supplements, or agreements entered into after the effective date of termination and shall not affect Lessor's rights under this Guaranty arising out of the Agreement or other agreements entered into prior to such date.

Guarantors waive all damages, demands, presentments and notices of every kind and nature, any rights of set-off, and any defenses available to a guarantor (other than the defense of payment and performance in full) under applicable law. Guarantors further waive any (i) notice of the incurring of indebtedness by Customer and the acceptance of this Guaranty, (ii) right to require suit against Customer or any other party before enforcing this Guaranty and (iii) right of subrogation to Lessor's right against Customer until the Liabilities are satisfied in full. Any (a) renewals and extensions of time of payment, (b) release, substitution or compromise or of realization upon the Equipment, other guaranties or any collateral security and (c) exercise of any other right under this or any other agreement between Lessor and Customer or any third party, may be made, granted and effected by Lessor without notice to Guarantors and without in any manner affecting Guarantors' liability under this Guaranty.

Guarantors shall pay all expenses (including attorneys' fees and legal expenses) paid or incurred by Lessor in endeavoring to collect the Liabilities, or any part thereof and in enforcing this Guaranty. THIS GUARANTY SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN GUARANTORS AND LESSOR SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT LESSOR'S SOLE OPTION, IN THE STATE WHERE ANY GUARANTOR, CUSTOMER OR EQUIPMENT IS LOCATED. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVE OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, AND LESSOR, BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

Guarantors agree that Lessor may accept a facsimile or other electronic transmission of this Guaranty as an original, and that facsimile or electronically transmitted copies of Guarantors' signatures will be treated as an original for all purposes.

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ (no fee) Date: \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ (no fee) Date: \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone: \_\_\_\_\_

SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the manufacturer, Dealer, or supplier is separate from, and is not a part of this Agreement, and shall be for the benefit of CFS, Customer, and CFS's successors or assigns, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, Dealer, or supplier) which CFS may have with respect to any item of Equipment; provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, Dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, Dealer, or supplier and shall not include any implied warranties arising solely from Lessor's acquisition of the Equipment. CUSTOMER ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT OR ANY SCHEDULE, OR TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.

**6. ACCEPTANCE; DELIVERY:** Customer's execution of the Acceptance Certificate, or other confirmation of Customer's acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not, for any reason, revoke that acceptance; however, if Customer has not, within ten (10) days after delivery of such Equipment, delivered to Lessor written notice of any non-acceptance, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted such Equipment. Lessor is the owner of the Equipment and has leased the Equipment to Customer under this Agreement. As between Lessor and Customer, this Agreement shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order. Customer agrees to waive any right of specific performance of this Agreement and shall hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered, if the Equipment is unsatisfactory, or if CFS does not accept assignment of this Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.

**7. LOCATION; LIENS; NAMES; OFFICES:** Customer shall move the Equipment from the location specified herein except with the prior written consent of Lessor. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of Lessor. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. The jurisdiction of organization and chief executive office address of Customer are as set forth herein. Customer shall provide Lessor with written notice at least thirty (30) days prior to any change of its legal name, chief executive office address or its form of organization (including, without limitation, its jurisdiction of organization), and shall execute and deliver to Lessor such documents as required or appropriate.

**8. WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCING STATEMENTS:** Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes. Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer authorizes Lessor (and any third party living service designated by Lessor) to execute and file (a) financing statements evidencing the interest of Lessor in the Equipment (including forms containing a broader description of the Equipment than the description set forth herein), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof.

**9. INDEMNITY:** Dealer is responsible for installation of the Equipment. Customer shall reimburse Lessor for and defend Lessor against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement.

**10. MAINTENANCE:** The charges established by this Agreement include payments for services and supplies, and Dealer is responsible for providing those services and supplies described in "Service and Supplies Included" above. Service will be performed by Dealer during regular business hours (9:00 a.m. to 5:00 p.m., Monday through Friday, except holidays) at no cost to Customer other than as set forth below. Customer shall use reasonable care in handling and operation of the Equipment. Dealer shall have the right to inspect, repair and remove Equipment and/or render the meter at any time during Customer's business hours. Any service work made necessary by Customer's willful act or negligence (including, without limitation, damage to any photocopier copier drums ("Copier Drums") and use of supplies other than those distributed by Dealer which cause abnormally frequent service calls or service problems), or any service work Customer may request to be performed outside regular business hours, shall be invoiced in accordance with Dealer's established service policies. Dealer shall have the right to substitute equivalent Equipment at any time during the term of this Agreement. Paper must be purchased separately by Customer. Customer acknowledges that CFS will not be responsible for any service, repairs or maintenance of the Equipment, whether provided for in this Agreement or in any other agreement between Dealer and Customer, and that if Customer has a dispute regarding the Equipment or the maintenance thereof, Customer shall continue to pay all charges due under this Agreement without deducting or withholding any amounts.

**11. TAXES, OTHER FEES AND CHARGES: CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES,** together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to Lessor or Customer. If Customer fails to pay any such fees, assessments, taxes, expenses or charges as required hereunder, Lessor shall have the right but not the obligation to pay those fees, assessments, taxes, expenses and charges, and Customer shall promptly reimburse Lessor, upon demand, for all such payments made plus administrative fees and costs, if any. Customer acknowledges that, where required by law, Lessor will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse Lessor for the expense of such personal property taxes as invoiced by Lessor and pay Lessor a processing fee not to exceed \$50 per year per item of Equipment that is subject to such tax. Customer agrees that Lessor has not, and will not, render tax advice to Customer, and that payment of such taxes is an administrative act. ON THE DATE OF THE FIRST SCHEDULED PAYMENT AND THE DATE OF THE FIRST SCHEDULED PAYMENT AFTER THE ADDITION OF ANY EQUIPMENT, CUSTOMER SHALL PAY TO LESSOR A DOCUMENTATION FEE, IN THE AMOUNT OF \$85, TO REIMBURSE LESSOR FOR ITS ADMINISTRATIVE AND RECORDING COSTS.

**12. INSURANCE:** Customer, at its sole cost and expense, shall, during the term hereof including all renewals and extensions, obtain, maintain and pay for (a) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in form and amount, and with companies satisfactory to Lessor. Each insurer providing such insurance shall name Lessor as additional insured and loss payee and provide Lessor thirty (30) days' written notice before the policy in question shall be materially altered or canceled. Customer shall pay the premiums for such insurance, shall be responsible for all deductible portions thereof, and shall deliver certificates or other evidence of insurance to Lessor. The proceeds of such insurance, at the option of Lessor, shall be applied to (a) replace or repair the Equipment, or (b) pay Lessor the "Remaining Lease Balance," which shall be the sum of: (i) all amounts then owed by Customer to Lessor under this Agreement; plus (ii) the present value of all remaining Payments for the full term of this Agreement; plus (iii) the "Asset Value," which shall be: (A) for an Agreement with a \$1,000 Purchase Option, \$100; (B) for an Agreement with a Fair Market Value Purchase Option or no Purchase Option selected, the Fair Market Value of the Equipment (as defined herein), and (C) for an Agreement with an Other Purchase Option, the respective dollar amount of such Purchase Option indicated on the face of this Agreement; plus (iv) any applicable taxes, expenses, charges and fees. For purpose of determining present value under this Agreement, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints Lessor as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage under any such insurance policy. It will within ten (10) days after Lessor's request, Customer fails to deliver satisfactory evidence of such insurance to Lessor, then Lessor shall have the right, but not the obligation, to obtain insurance covering Lessor's interests in the Equipment, and add the costs of acquiring and maintaining such insurance, and an administrative fee, to the amounts due from Customer under this Agreement. Lessor and any of its affiliates may make a profit on the foregoing.

**13. LOSS; DAMAGE:** Customer assumes and shall bear the entire risk of loss, theft, or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft, or damage shall relieve Customer of any obligation under this Agreement. In the event of damage to any Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of Lessor, will (a) replace the same with like equipment in a condition acceptable to Lessor and convey clear title to such equipment to Lessor (and such equipment will become "Equipment" and be subject to the terms of this Agreement), or (b) pay Lessor the Remaining Lease Balance. Upon Lessor's receipt of the Remaining Lease Balance, Lessor shall transfer the applicable Equipment to Customer "AS IS, WHERE IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate with respect to such Equipment.

**14. DEFAULT:** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) Customer defaults in the payment when due of any indebtedness of Customer to Lessor, whether or not arising under this Agreement, without notice or demand by Lessor; (b) Customer or any guarantor of Customer's obligations hereunder ("Guarantor") ceases doing business as a going concern; (c) Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) a petition or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) any statement, representation or warranty made by Customer or any Guarantor to Lessor is incorrect in any material respect; or (g) Customer or any Guarantor who is a natural person dies.

**15. REMEDIES:** Upon the happening of any one or more Events of Default, Lessor shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or serially, and in any order: (a) to require CFS-1015 (01/17)

Customer to immediately pay all Payments hereunder (whether or not then due) and other amounts due under this Agreement, with Lessor retaining title to the Equipment; (b) to terminate any and all agreements with Customer; (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to relake possession of any or all of the Equipment, and (j) retain such Equipment and all Payments and other sums paid hereunder, or (ii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by Lessor from such sale; or (d) to pursue any other remedy permitted at law or in equity. Lessor (j) may dispose of the Equipment in its then present condition or following such preparation and processing as Lessor deems commercially reasonable; (ii) shall have no duty to prepare or process the Equipment prior to sale; (iii) may disclaim warranties of title, possession, quiet enjoyment and the like, and (iv) may comply with any applicable state or federal law adversely affect the commercial reasonableness of the disposition of the Equipment. If the Equipment is not available for sale, Customer shall be liable for the Remaining Lease Balance and any other amounts due under this Agreement. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by Lessor. Failure to exercise any remedy that Lessor may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

**16. LATE CHARGES; EXPENSES OF ENFORCEMENT:** If Customer fails to pay any sum to be paid by Customer to Lessor under this Agreement on or before the due date, Customer shall pay Lessor, upon demand, an amount equal to the greater of ten percent (10%) of each such delayed Payment or twenty-five dollars (\$25) for each billing period or portion of a billing period such Payment is delayed, in each case to the extent permitted by applicable law. The amounts specified above shall be paid as liquidated damages and as compensation for Lessor's internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse Lessor for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies hereunder or in enforcing any of the terms of this Agreement, including, without limitation, reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. If Lessor should bring court action, Customer and Lessor agree that attorney's fees equal to twenty-five percent (25%) of the total amount sought by Lessor shall be deemed reasonable for purposes of this Agreement.

**17. ASSIGNMENT; CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEASE ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF LESSOR.** Lessor may pledge or transfer this Agreement. Customer agrees that if Lessor transfers this Agreement, the assignee will have the same rights and benefits that Lessor has now and will not have to perform any of Dealer's or CFS' obligations which Dealer or CFS will continue to perform. Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or set-offs that Customer may have against Lessor. If Customer is given notice of any such transfer, Customer agrees, if so directed therein, to pay directly to the assignee all or any part of the amounts payable hereunder.

**18. RENEWAL; RETURN:** Except in the case of an Agreement containing a \$100 Purchase Option, this Agreement shall automatically renew on a month-to-month basis at the same Payment amount and frequency unless Customer sends written notice to Lessor at least sixty (60) days before the end of the scheduled term or any renewal term that Customer either (i) shall exercise the Purchase Option in accordance with the terms hereof and at the end of such term exercises such Purchase Option, or (ii) does not want to renew this Agreement, and at the end of such term returns the Equipment as provided below. Unless this Agreement automatically renews or Customer purchases the Equipment as provided herein, Customer shall, at the termination of this Agreement, return the Equipment at its sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by Lessor. Lessor may charge Customer a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment. If for any reason Customer shall fail to return the Equipment to Lessor as provided herein, Customer shall pay to Lessor upon demand one billing period's Payment for each billing period or portion thereof that such return is delayed. Customer shall reimburse Lessor for any costs incurred by Lessor to place the Equipment in good operating condition.

**19. PURCHASE OPTION: (A) END OF TERM PURCHASE OPTION.** To exercise this option, Customer shall give Lessor sixty (60) days' prior irrevocable written notice (unless the Purchase Option is \$100) that it will purchase all the Equipment at the end of the initial term or any renewal term for the Purchase Option price indicated on the face of this Agreement plus any applicable taxes, expenses, charges and fees. (B) PRIOR TO MATURITY PURCHASE. Customer may, at any time, upon sixty (60) days' prior irrevocable written notice purchase all (but not less than all) the Equipment at a price equal to the sum of all remaining Payments plus the Fair Market Value, plus any applicable taxes, expenses, charges and fees. For purposes of this Agreement, "Fair Market Value" shall be Lessor's retail price at the time Customer notifies Lessor of its intent to purchase the Equipment. Upon proper notice and payment by Customer of the amounts specified above, Lessor shall transfer the Equipment to Customer "AS-IS WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate.

**20. DATA:** Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer and that exposure or access to the Data by CFS or Dealer, if any, is purely incidental to the services performed by CFS and Dealer. Neither CFS nor Dealer nor any of their affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, if applicable, Customer should (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment, and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Setlings" function) if found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from its Dealer at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for hard drive not containing data erase functionality as a standard feature) or (c) a replacement hard drive (in which case Customer should properly destroy the replaced hard drive). Customer shall indemnify Dealer and CFS, their subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. This section survives termination or expiration of this Agreement. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer, Dealer and CFS affiliates, or could be construed to apply to Data.

**21. MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT:** No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under this Agreement, in inverse order of maturity, and thereafter shall be refunded. If this Agreement is recharacterized as a conditional sale or loan, Customer hereby grants to Lessor, its successors and assigns a security interest in the Equipment to secure payment and performance of Customer's obligations under this Agreement.

**22. UCC - ARTICLE 2A: CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A"), AND LESSOR IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSEE UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.**

**23. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL:** THIS AGREEMENT SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN, THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND LESSOR SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT LESSOR'S SOLE OPTION, IN THE STATE WHERE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, AND LESSOR, BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

**24. MISCELLANEOUS:** All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Lessor to Customer shall be effective three (3) days after it has been deposited in the mail, duly addressed. All such notices to Lessor from Customer shall be effective after it has been received via U.S. mail, express delivery, facsimile or other electronic transmission. If there should be more than one party executing this Agreement as Customer, all obligations to be performed by Customer shall be the joint and several liability of all such parties. Customer's representations, warranties, and covenants under this Agreement shall survive the delivery and return of the Equipment. Any provision of this Agreement that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that Lessor may insert missing information or correct other information on this Agreement including the Equipment's description, serial number, and location, and corrections to Customer's legal name; otherwise, this Agreement contains the entire arrangement between Customer and Lessor and no modifications of this Agreement shall be effective unless in writing and signed by the parties. Customer agrees that Lessor may accept a facsimile or other electronic transmission of this Agreement or any Acceptance Certificate as an original, and that facsimile or electronically transmitted copies of Customer and Dealer's signature will be treated as an original for all purposes.

CANON FINANCIAL SERVICES, INC. ("CFS")  
 Remittance address: 14904 Collections Center Drive  
 Chicago, Illinois 60693 (800) 220-0200

Total Solutions and CPC Rental - Schedule A  
 CFS - 1104 (02/14)  
 Application # \_\_\_\_\_  
 Agreement # \_\_\_\_\_

This Total Solutions and Cost Per Copy Rental - Schedule A ("Schedule A") is attached to and made part of the agreement (whether designated a lease, rental, master lease or otherwise, together with any schedules, the "Agreement") between County of Ingo ("Customer") and JONES WALBAUM CORPORATION (DBA: American Business Machines) ("Dealer") it is expressly agreed that this Schedule A is supplemental to the Agreement and that the provisions thereof shall remain in full force and effect and shall apply to this Schedule A as though they were expressly set forth herein.

	Equipment Street Address	City	Zip Code	Contact / Phone #	Make	Model	Monthly Lease	Overage Per B&W Copy	Per Color Copy
1	Public Guardian; 162 Grove Street	Bishop	93514	760-878-0398	Canon	IRA C3530i II	\$142.00	\$0.0092	\$0.06
2	Farm Advisor; 207 South Street	Bishop	93514	760-878-0398	Canon	LBP-712Cdn	\$47.00	\$0.0092	\$0.06
3	Sheriff Sub Station; Hwy 127	Shoshone	92384	760-878-0398	Canon	IRA C256iF III	\$74.00	\$0.0092	\$0.06
4	Sheriff Admin Offices; 550 S. Clay Street	Independence	93526	760-878-0398	Canon	IRA C256iF III	\$74.00	\$0.0092	\$0.06
5	Sheriff MINT Office	Bishop	93514	760-878-0398	Canon	IRA C256iF III	\$74.00	\$0.0092	\$0.06
6	Sheriff Animal Shelter; 1001 County Road	Big Pine	93513	760-878-0398	Canon	IRA C256iF III	\$74.00	\$0.0092	\$0.06
7	Sheriff Posse Hut; 350 Airport Road	Bishop	93514	760-878-0398	Canon	IRA C256iF III	\$74.00	\$0.0092	\$0.06
8	Sheriff Dispatch; 550 S. Clay Street	Independence	93526	760-878-0398	Canon	IRA C256iF III	\$74.00	\$0.0092	\$0.06
9	HHS Wellness Center; 586 Central Ave.	Bishop	93514	760-878-0398	Canon	IRA C256iF III	\$74.00	\$0.0092	\$0.06
10	HHS Progress House; 536 N. Second Street	Bishop	93514	760-878-0398	Canon	IRA C256iF III	\$74.00	\$0.0092	\$0.06
11	Library; 168 Edwards	Independence	93526	760-878-0398	Canon	LBP-712Cdn	\$47.00	\$0.0092	\$0.06

In witness whereof, the parties have caused the Schedule A to be executed on the same date set forth on the Agreement

**ACCEPTED**

JONES WALBAUM CORPORATION (DBA: American Business Machines)

By: 

Printed Name: Ryan Jones  
 Title: General Manager

**AUTHORIZED CUSTOMER SIGNATURE**

Customer: County of Ingo

By: 

Printed Name: Rick Wood  
 Title: Chairperson

**ATTACHMENT 3**

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
American Business Machines  
FOR THE LEASE OF COPY MACHINE EQUIPMENT, MAINTENANCE  
SERVICES AND TRAINING SERVICES**

**TERM:**

**FROM: JANUARY 20, 2019 TO: JANUARY 10, 2024**

**SEE ATTACHED:**

- **MUNICIPAL FISCAL FUNDING ADDENDUM**



**CANON FINANCIAL SERVICES, INC.** ("CFS")  
 14904 Collections Center Dr.  
 Chicago, Illinois 60693

**Municipal Fiscal Funding Addendum**

Agreement Number:
Agreement Date:

<b>GOVERNMENTAL ENTITY</b>	
Complete Legal Name	County of Inyo
	("Customer")

THIS ADDENDUM WILL BE OF NO FORCE OR EFFECT IF THE CUSTOMER IS NOT A STATE OR A POLITICAL SUBDIVISION OF A STATE WITHIN THE MEANING OF SECTION 103(C) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

The Customer warrants that it has funds available to pay the lease payments ("Payments") payable pursuant to the lease agreement (the "Agreement") between Customer and CFS until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of the Agreement. The officer of the Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under the Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with the Agreement, and thereupon, Customer shall be released of its obligations to make Payments to CFS due thereafter, provided: (1) the Equipment is returned to CFS as provided for in the Agreement, (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to CFS. In the event Customer returns the Equipment pursuant to the terms of this Addendum and the Agreement, CFS shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.

The undersigned represents and warrants to CFS that all action required to authorize the execution and delivery of this Addendum on behalf of the above referenced Governmental Entity by the following signatory has been duly taken and remains in full force and effect. CFS may accept a facsimile copy of this Addendum as an original for all purposes.

<b>ACCEPTED</b>	
<b>Canon Financial Services, Inc.</b>	<b>Customer</b>
By _____	By 
Title _____	Printed Name <u>Rick Pucci</u>
Date _____	Title <u>Chairperson</u>

# *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 28<sup>th</sup> day of January 2020 an order was duly made and entered as follows:

*Information  
Services – CFS and  
ABM Master Lease*

Moved by Supervisor Pucci and seconded by Supervisor Griffiths to approve and authorize the Information Services Director to sign the Master Lease Agreement and maintenance agreement for managed multi-function machines through Canon Financial Services and American Business Machines for a 48-month term and an annual amount of \$125,000 plus any per-copy overage fees. Motion carried unanimously 4-0, with Supervisor Tillemans absent.

WITNESS my hand and the seal of said Board this 28<sup>th</sup>  
Day of JANUARY, 2020

<b>Routing</b>
CC Purchasing Personnel Auditor CAO: Information Services Other: DATE: January 30, 2020



CLINT G. QUILTER  
Clerk of the Board of Supervisors

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

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



# County of Inyo



# 8

## County Administrator - Information Services

### CONSENT - ACTION REQUIRED

**MEETING:** January 28, 2020

**FROM:** Scott Armstrong

**SUBJECT:** Request approval to change the current contract with Canon Financial Services ("CFS") for photocopier machine lease and management by American Business Machines ("ABM") from a per-machine lease to a master lease agreement. The master lease agreement allows the County to add additional managed machines when necessary without having to go to Board for Amendments to the original contract.

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**RECOMMENDED ACTION:**

Request Board approve and authorize the Information Services Director to sign the Master Lease Agreement and maintenance agreement for managed multi-function machines through Canon Financial Services and American Business Machines for a 48-month term and an annual amount of \$125,000 plus any per-copy overage fees.

**SUMMARY/JUSTIFICATION:**

In January 2019 your Board approved the 5 year lease agreement and contract with American Business Machines and CFS for the purpose of upgrading the County's photocopier machines. The initial agreement was for 42 managed, multi-functional copier, printer, fax machines, most with color capability. In July 2019 there was an Amendment to add an additional 11 machines. Since the deployment of the machines additional requests have been made through departments. Having managed machines throughout the county eliminates the need for expensive-to-maintain standalone printers while still embracing a centralized printing model.

Since the departments have seen the benefit of utilizing the managed multi-function machines vs the more expensive alternative, many have requested to have additional machines in offices currently not equipped with managed machines. This Master Agreement allows deployment of additional machines, as needed and within budget.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to approve the new agreement, in which case departments would need to look at obtaining multi-function printers from another source or do an Amendment to the current ABM and CFS agreement every time a new machine is added.

**OTHER AGENCY INVOLVEMENT:**



**FINANCING:**

Funding for this estimated cost was requested in the FY 2019-20. Funding for obligations in future years will be requested in the Information Services budget for those years. Information Services collects print counts on a monthly basis and bills departments quarterly based on their printing activity.

**ATTACHMENTS:**

1. Canon Financial Services Master Agreement
2. American Business Machines Customer Guarantee
3. ABM Maintenance Agreement

**APPROVALS:**

Lavon Sargent	Created/Initiated - 1/14/2020
Darcy Ellis	Approved - 1/14/2020
Lavon Sargent	Approved - 1/15/2020
Amy Shepherd	Approved - 1/16/2020
Marshall Rudolph	Approved - 1/23/2020
Scott Armstrong	Final Approval - 1/23/2020



**CANON FINANCIAL SERVICES, INC.** ("CFS")  
 Remittance address: 14904 Collections Center Drive  
 Chicago, Illinois 60693 (800) 220-0200

**Total Solution  
 MASTER AGREEMENT**  
 CFS-1090 (10/17)

THIS TOTAL SOLUTION MASTER AGREEMENT (this "Agreement") is entered into by and between Jones-Walbaum Corporation DBA: American Business Machines  
 ("Dealer") and its customer County of Inyo ("Customer").

Dealer may from time to time lease or rent, as applicable, to Customer the Equipment (as defined below) supplied by Dealer and described in any schedule designated as a "Lease Schedule" or as a "Rental Schedule." This Agreement is entered into between Customer and Dealer, but Dealer intends to assign it to Canon Financial Services, Inc. ("CFS"), with its place of business at 158 Gaither Drive, Suite 200, Mount Laurel, New Jersey 08054, and CFS shall succeed to Dealer's rights and benefits hereunder, including ownership of and title to the Equipment, but not the Dealer's obligations hereunder. Prior to such assignment, Dealer shall be "Lessor", after such assignment, CFS shall be "Lessor". Lessor reserves the right to modify the forms of such schedules, and any such modified form referring to this Agreement signed by Customer and accepted by Lessor shall be a Lease Schedule or a Rental Schedule, as applicable. Each Lease Schedule or Rental Schedule (a "Schedule") referring to this Agreement will constitute a separate agreement for the lease of the equipment described therein and shall incorporate the applicable terms of this Agreement.

**TERMS AND CONDITIONS**

**1. AGREEMENT:** Dealer leases to Customer, a \_\_\_\_\_ organized under the laws of the State of California with its chief executive office at \_\_\_\_\_, and Customer leases from Dealer all the equipment described in any Schedule signed by Customer and accepted by Lessor, together with all replacement parts and substitutions for and additions to such equipment (the "Equipment"), upon the terms and conditions set forth in this Agreement.

**2. TERM OF SCHEDULE:** Each Schedule under this Agreement shall be effective on the date the Equipment is delivered to Customer ("Commencement Date"), provided Customer executes Lessor's form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. The term of each Schedule begins on the date accepted by Lessor or any later date that Lessor designates ("Agreement Date"), and shall consist of the payment periods specified on such Schedule, any Interim Period, and any renewal periods. After acceptance of the Equipment covered by any Schedule, Customer shall have no right to revoke such acceptance or cancel such Schedule during the term indicated thereon. The term of this Agreement or any Schedule shall end, unless sooner terminated by Lessor, when all amounts required to be paid by Customer under this Agreement or any Schedule have been paid as provided and either (a) Customer has purchased the Equipment in accordance with the terms hereof, or (b) the Equipment has been returned at the end of the scheduled term or renewal term in accordance with the terms hereof. Customer has no right to return the Equipment to Lessor prior to the end of the scheduled term of any Schedule for any reason whatsoever, including, without limitation, payment of all amounts due hereunder prior to the end of the scheduled term.

**3. PAYMENTS:** Customer agrees to pay to Lessor, as invoiced, during the term of each Schedule, (a) the lease or rental payments specified on the respective Schedule and (b) such other amounts permitted hereunder as invoiced by Lessor ("Payments"). With respect to each Schedule, Customer also agrees to pay Lessor an interim payment in an amount equal to 1/30<sup>th</sup> of the monthly amount of the Payment multiplied by the number of days between the Commencement Date and the Agreement Date ("Interim Period"), as determined by Lessor. The amount of each Payment and the End of Term Purchase Option ("Purchase Option") price specified on each Schedule are based on the supplier's best estimate of the cost of the Equipment and any related service and supplies. Customer authorizes Lessor to adjust the Payment and Purchase Option herein by up to fifteen percent (15%) if the actual total cost of the Equipment and any related service and supplies, including any sales or use tax, is more or less than originally estimated. Once in each twelve (12) month period following the anniversary of any Rental Schedule, Dealer has the right to increase both (i) the portion of the Monthly Minimum Rental Payment related to copy charges and (ii) the Overage Copy Charge on the anniversary of the Commencement Date in an amount not to exceed fifteen percent (15%) of such charges which were in effect immediately prior to such price increase. Customer shall remit all Payments hereunder directly to CFS at 14904 Collections Center Drive, Chicago, Illinois 60693, unless otherwise directed by Lessor. Customer's obligation to pay all amounts due under this Agreement and all other obligations hereunder shall be absolute and unconditional and is not subject to any abatement, set-off, defense or counterclaim for any reason whatsoever.

**4. APPLICATION OF PAYMENTS; METER READINGS:** All Payments received by Lessor from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of the charge as shown on the invoice for each such amount, and among amounts having the same date in such order as Lessor, in its discretion, may determine. Customer agrees to advise the Dealer indicated on the Rental Schedule of the meter readings for the Equipment upon request.

**5. ADVANCE PAYMENTS:** Customer agrees that Lessor may in its sole discretion apply, but shall not be obligated to apply, any amounts paid in advance to any amount due or to become due under this Agreement or any Schedule and in no event shall any amount paid in advance earn interest except where required by applicable law.

**6. NO LESSOR WARRANTIES; CUSTOMER ACKNOWLEDGES THAT NEITHER DEALER NOR CFS IS A MANUFACTURER, AND CFS IS NOT A DEALER OR SUPPLIER OF THE EQUIPMENT.** CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED OR RENTED "AS IS" AND IS OF A SIZE, DESIGN, AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT NEITHER DEALER NOR CFS HAS MADE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the manufacturer, Dealer, or supplier is separate from, and is not a part of, this Agreement or any Schedule, and shall be for the benefit of CFS, Customer, and CFS' successors or assignees, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, Dealer, or supplier) which CFS may have with respect to any item of Equipment; provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, Dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, Dealer, or supplier and shall not include any implied warranties arising solely from CFS' acquisition of the Equipment. CUSTOMER ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT OR ANY SCHEDULE, OR TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT, ANY SCHEDULE OR THE EQUIPMENT ON BEHALF OF CFS.

**7. ACCEPTANCE; DELIVERY:** Customer's execution of the Acceptance Certificate, or other confirmation of Customer's acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not for any reason revoke that acceptance; however, if Customer has not, within ten (10) days after delivery of such Equipment, delivered to Lessor written notice of non-acceptance, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted such Equipment. Lessor is the lessor and Customer is the lessee of the Equipment described in any Schedule under this Agreement. As between

Lessor and Customer only, this Agreement shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order. Customer agrees to waive any right of specific performance of this Agreement or any Schedule and shall hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered, if the Equipment is unsatisfactory or if CFS does not accept assignment of this Agreement or any Schedule. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of the applicable Schedule.

**8. LOCATION; LIENS; NAMES; OFFICES:** Customer shall not move the Equipment from the location specified on the applicable Schedule except with the prior written consent of Lessor. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of Lessor. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. The jurisdiction of organization and chief executive office address of Customer are as set forth herein. Customer shall provide Lessor with written notice at least thirty (30) days prior to any change of its legal name, chief executive office address or its form of organization (including, without limitation, its jurisdiction of organization), and shall execute and deliver to Lessor such documents as required or appropriate.

**9. WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCING STATEMENTS:** Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes. Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer authorizes Lessor (and any third party filing service designated by Lessor) to execute and file (a) financing statements evidencing the interest of Lessor in the Equipment (including forms containing a broader description of the Equipment than the description set forth in the respective Schedule), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof.

**10 INDEMNITY:** Dealer is responsible for installation of the Equipment. Customer shall reimburse Lessor for and defend Lessor against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement and any Schedules.

**11. MAINTENANCE; ALTERATIONS:** (A) FOR EQUIPMENT ON LEASE SCHEDULES. Customer shall keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of Lessor, make any changes or substitutions to the Equipment. Any and all replacement parts, accessories, authorized changes to and/or substitutions for the Equipment shall become part of the Equipment and subject to the terms of this Agreement. (B) FOR EQUIPMENT ON RENTAL SCHEDULES. The charges established on Rental Schedules include payments for services and supplies, and Dealer is responsible for providing those services and supplies described in "Service and Supplies Included" on the Rental Schedule. Service will be performed by Dealer during regular business hours (9:00 a.m. to 5:00 p.m., Monday through Friday, except holidays) at no cost to Customer other than as set forth below in this paragraph. Customer shall use reasonable care in handling and operation of the Equipment. Dealer shall have the right to inspect, repair and remove Equipment and/or read the meter at any time during Customer's business hours. Any service work made necessary by Customer's willful act or negligence (including, without limitation, damage to any photoreceptor copier drums ("Copier Drums") and use of supplies other than those distributed by Dealer which cause abnormally frequent service calls or service problems), or any service work Customer may request to be performed outside regular business hours, shall be invoiced in accordance with Dealer's established service policies. Dealer shall have the right to substitute equivalent Equipment at any time during the term of the applicable Rental Schedule. Paper must be purchased separately by Customer. Customer acknowledges that CFS will not be responsible for any service, repairs or maintenance of the Equipment, whether provided for in this Agreement, the applicable Rental Schedule, or in any other agreement between Dealer and Customer, and that if Customer has a dispute regarding the Equipment or the maintenance thereof, Customer shall continue to pay all charges due under this Agreement and the applicable Schedule without deducting or withholding any amounts.

**12. TAXES; OTHER FEES AND CHARGES:** CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to Lessor or Customer. If Customer fails to pay any such fees, assessments, taxes, expenses or charges, as required hereunder, Lessor shall have the right but not the obligation to pay those fees, assessments, taxes, expenses and charges, and Customer shall promptly reimburse Lessor, upon demand, for all such payments made plus administrative fees and costs, if any. Customer acknowledges that where required by law, Lessor will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse Lessor for the expense of such personal property taxes as invoiced by Lessor and pay Lessor a processing fee not to exceed \$50 per year per item of Equipment that is subject to such tax. Customer agrees that Lessor has not, and will not, render tax advice to Customer and that payment of such taxes is an administrative act. ON THE DATE OF THE FIRST SCHEDULED PAYMENT UNDER EACH SCHEDULE AND THE DATE OF THE FIRST SCHEDULED PAYMENT AFTER THE ADDITION OF ANY EQUIPMENT TO ANY SCHEDULE, CUSTOMER SHALL PAY TO LESSOR A DOCUMENTATION FEE, IN THE AMOUNT OF \$85, TO REIMBURSE LESSOR FOR ITS ADMINISTRATIVE AND RECORDING COSTS.

**13. INSURANCE:** Customer, at its sole cost and expense, shall, during the term hereof including all renewals and extensions, obtain, maintain and pay for (A) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (B) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in form and amount, and with companies satisfactory to Lessor. Each insurer providing such insurance shall name Lessor as additional insured and loss payee and provide Lessor thirty (30) days written notice before the policy in question shall be materially altered or canceled. Customer shall pay the premiums for such insurance, shall be responsible for all deductible portions thereof, and shall deliver certificates or other evidence of insurance to Lessor. The proceeds of such insurance, at the option of Lessor, shall be applied to (a) replace or repair the Equipment, or (b) pay Lessor the "Remaining Lease Balance" on the applicable Schedule, which shall be the sum of: (i) all amounts then owed by Customer to Lessor under this Agreement and the applicable Schedule; plus (ii) the present value of all remaining Payments for the full term of this Agreement and the applicable Schedule; plus (iii) the "Asset Value," which shall be: (A) for a Schedule with a \$1.00 Purchase Option, \$1.00; (B) for a Schedule with a Fair Market Value Purchase Option or no Purchase Option selected, the Fair Market Value of the Equipment (as defined herein); and (C) for a Schedule with an Other Purchase Option, the respective dollar amount of such Purchase Option indicated on the applicable Schedule; plus (iv) any applicable taxes, expenses, charges and fees. For purposes of determining present value under this Agreement or any Schedule, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints Lessor as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage to Equipment under any such insurance policy. If within ten (10) days after Lessor's request, Customer fails to deliver satisfactory evidence of such insurance to Lessor, then Lessor shall have the right, but not the obligation, to obtain insurance covering Lessor's interests in the Equipment, and add the costs of acquiring and maintaining such insurance, and an administrative fee, to the amounts due from Customer under this Agreement. Lessor and any of its affiliates may make a profit on the foregoing.

**14. LOSS; DAMAGE:** Customer assumes and shall bear the entire risk of loss, theft of, or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft, or damage shall relieve Customer of any obligation under this Agreement or any Schedule. In the event of damage to any Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of Lessor, will (a) replace the same with like equipment in a condition acceptable to Lessor and convey clear title to such equipment to Lessor (and such equipment will become "Equipment" and be subject to the terms of this Agreement), or (b) pay Lessor the Remaining Lease Balance. Upon Lessor's receipt of the Remaining Lease Balance, Lessor shall transfer the applicable Equipment to Customer "AS-IS, WHERE-IS" without any representation or warranty whatsoever, except for title, and the applicable Schedule shall terminate with respect to such Equipment.

**15. DEFAULT:** Any of the following events or conditions shall constitute an Event of Default under this Agreement and all Schedules: (a) Customer defaults in the payment when due of any indebtedness of Customer to Lessor, whether or not arising under this Agreement or any Schedule, without notice or demand by Lessor; (b) Customer or any guarantor of Customer's obligations hereunder ("Guarantor") ceases doing business as a going concern; (c) Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) a petition or proceeding is filed by or against

Customer or any Guarantor under any bankruptcy or insolvency law; (e) a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) any statement, representation or warranty made by Customer or any Guarantor to Lessor is incorrect in any material respect; or (g) Customer or any Guarantor who is a natural person dies.

**16. FINANCIAL AND OTHER REPORTS:** Customer shall provide Lessor such financial information as Lessor may from time to time request. Customer hereby warrants and represents that all financial statements previously delivered or to be delivered to Lessor by or on behalf of Customer, and any statements and data submitted in writing to Lessor in connection with this Agreement or any Schedule, are or will be true and correct in all material respects.

**17. CUSTOMER WARRANTIES:** Customer represents and warrants to Lessor that as of the date of this Agreement, of each Schedule and of each Acceptance Certificate: (a) Customer has the power and capacity to enter into the respective Schedule, any documents related to the purchase of the Equipment leased under such Schedule and any other documents required to be delivered in connection with such Schedule (collectively, the "Documents"); the Documents have been duly authorized, executed and delivered by Customer and constitute valid, legal and binding agreements, enforceable in accordance with their terms; there are no proceedings presently pending or threatened against Customer which may impair its ability to perform under the Agreement or any Schedule; and all information supplied to Lessor is accurate and complete; (b) Customer's entering into the respective Schedule and the leasing of the Equipment does not and will not: (i) violate any judgment, order, or law applicable to the Schedule, Customer or Customer's certificate of incorporation or bylaws (if Customer is a corporation) or Customer's operating agreement or limited liability company agreement (if Customer is a limited liability company) or Customer's partnership agreement (if Customer is a partnership); or (ii) result in the creation of any lien, security interest or other encumbrance upon the Equipment; (c) all financial data of Customer or of any consolidated group of companies of which Customer is a member (the "Customer Group"), delivered to Lessor have been prepared in accordance with generally accepted accounting principles applied on a consistent basis with prior periods and fairly present the financial position and results from operations of Customer, or of the Customer Group, as of the stated date and period(s); since the date of the most recently delivered financial data, there has been no material adverse change in the financial or operating condition of Customer or of the Customer Group; and (d) if Customer is a corporation, limited liability company or partnership, it is and will be validly existing and in good standing under the laws of the state of its incorporation, formation or organization; the persons signing this Agreement or any Schedule are acting with the full authority of its board of directors (if Customer is a corporation), or managers or members as appropriate (if Customer is a limited liability company), or partners (if Customer is a partnership) and hold the offices indicated below their signatures, which are genuine.

**18. REMEDIES:** Upon the happening of any one or more Events of Default, Lessor shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or serially, and in any order: (a) to require Customer to immediately pay all unpaid Payments hereunder (whether or not then due) and other amounts due under this Agreement and all Schedules, with Lessor retaining title to the Equipment; (b) to terminate any and all Schedules with Customer; (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to retake possession of any or all of the Equipment, and (i) retain such Equipment and all Payments and other sums paid under this Agreement and all Schedules, or (ii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by Lessor from such sale; or (d) to pursue any other remedy permitted at law or in equity. Lessor (i) may dispose of the Equipment in its then present condition or following such preparation and processing as Lessor deems commercially reasonable; (ii) shall have no duty to prepare or process the Equipment prior to sale; (iii) may disclaim warranties of title, possession, quiet enjoyment and the like; and (iv) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. If the Equipment is not available for sale, Customer shall be liable for the Remaining Lease Balance and any other amounts due under this Agreement. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by Lessor. Failure to exercise any remedy that Lessor may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

**19. LATE CHARGES; EXPENSES OF ENFORCEMENT:** If Customer fails to pay any sum to be paid by Customer to Lessor under any Schedule on or before the due date, Customer shall pay Lessor, upon demand, an amount equal to the greater of ten percent (10%) of each such delayed Payment or twenty-five dollars (\$25) for each billing period or portion of a billing period such Payment is delayed, in each case to the extent permitted by applicable law. The amounts specified above shall be paid as liquidated damages and as compensation for Lessor's internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse Lessor for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies under this Agreement or any Schedule or in enforcing any of the terms of this Agreement or any Schedule, including without limitation, reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. If CFS should bring court action, Customer and CFS agree that attorney's fees equal to twenty-five percent (25%) of the total amount sought by CFS shall be deemed reasonable for purposes of this Agreement.

**20. ASSIGNMENT:** CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT OR ANY SCHEDULE IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF LESSOR. Lessor may pledge or transfer this Agreement or any Schedule. Customer agrees that if Lessor transfers this Agreement or any Schedule, the assignee will have the same rights and benefits that Lessor has now and will not have to perform any of Dealer's or CFS' obligations which Dealer or CFS will continue to perform. Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or set-offs that Customer may have against Lessor. If Customer is given notice of any such transfer, Customer agrees if so directed therein, to pay directly to the assignee all or any part of the amounts payable hereunder.

**21. RENEWAL; RETURN:** Except in the case of a Lease Schedule containing a \$1.00 Purchase Option, each Schedule shall automatically renew on a month-to-month basis at the same Payment amount and frequency unless Customer sends written notice to Lessor at least sixty (60) days before the end of the scheduled term or any renewal term that Customer either (i) shall exercise the Purchase Option in accordance with the terms hereof and at the end of such term exercises such Purchase Option, or (ii) does not want to renew the Schedule and at the end of such term returns the respective Equipment as provided below. Unless a Schedule automatically renews or Customer purchases the Equipment as provided herein, Customer shall, at the termination of the respective Schedule, return the Equipment at its sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by Lessor. Lessor may charge Customer a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment. If for any reason Customer shall fail to return to Lessor the Equipment subject to a Schedule as provided herein, Customer shall pay to Lessor upon demand one billing period's Payment (as specified in the applicable Schedule) for each billing period or portion thereof that such return is delayed. Customer shall reimburse Lessor for any costs incurred by Lessor to place the Equipment in good operating condition.

**22. PURCHASE OPTION:** (A) END OF TERM PURCHASE OPTION. To exercise this option, Customer shall give Lessor sixty (60) days' prior irrevocable written notice (unless the Purchase Option is \$1.00) that it will purchase all the Equipment at the end of the initial term or any renewal term for the Purchase Option price indicated on the face of the applicable Lease Schedule, or the Fair Market Value for an applicable Rental Schedule, plus any applicable taxes, expenses, charges, and fees. (B) PRIOR TO MATURITY PURCHASE. Customer may, at any time, upon sixty (60) days' prior irrevocable written notice purchase all (but not less than all) the Equipment on the respective Schedule at a price equal to the sum of all remaining Payments plus the Fair Market Value, plus (any applicable taxes, expenses, charges and fees. For purposes of this Agreement, "Fair Market Value" shall be Lessor's retail price at the time Customer notifies Lessor of its intent to purchase the Equipment. Upon proper notice and payment by Customer of the amounts specified above, Lessor shall transfer the Equipment to Customer "AS-IS WHERE-IS" without any representation or warranty whatsoever, except for title, and the applicable Schedule shall terminate.

**23. DATA:** Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer and that exposure or access to the Data by CFS or Dealer, if any, is purely incidental to the services performed by CFS and Dealer. Neither CFS or Dealer nor any of their affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, if applicable, Customer should, (i) enable the Hard Disk Drive (HDD) data

erase functionality that is a standard feature on certain Equipment and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from its Dealer at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case Customer should properly destroy the replaced hard drive). Customer shall indemnify Dealer, and CFS, their subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. This section survives termination or expiration of this Agreement. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer, Dealer and CFS applies, or could be construed to apply to Data.

**24. MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT:** No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under this Agreement, in inverse order of maturity, and thereafter shall be refunded. If this Agreement or any Schedule is recharacterized as a conditional sale or loan, Customer hereby grants to CFS, its successors and assigns a security interest in the Equipment to secure payment and performance of Customer's obligations under this Agreement.

**25. UCC - ARTICLE 2A:** CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT AND EACH SCHEDULE IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A") AND LESSOR IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.

**26. WAIVER OF OFFSET:** The lease created by each Lease Schedule and this Agreement is a net lease. If the Equipment is not properly installed, does not operate as represented or warranted, or is unsatisfactory for any reason, Customer shall make such claim solely against the Dealer, supplier or manufacturer. Customer waives any and all existing and future claims and offsets against any Payments or other charges due under each Lease Schedule and this Agreement and unconditionally agrees to pay such Payments and other charges, regardless of any offset or claim which may be asserted by Customer or on its behalf.

**27. ADDITIONAL DOCUMENTATION:** Customer agrees to deliver to Lessor, on or before the date of this Agreement or the first Schedule, each of the following in form and substance satisfactory to Lessor: (a) a copy of the resolutions of the board of directors of Customer (if Customer is a corporation), or a copy of the resolutions of the managers or members, as appropriate (if Customer is a limited liability company), or an authorization of all the general partners of Customer (if Customer is a partnership), authorizing the execution, delivery and performance of this Agreement, each Schedule, and each Acceptance Certificate (the "Lease Documents"), certified by the secretary or an assistant secretary of Customer (if Customer is a corporation), or by the managers or authorized members as appropriate (if Customer is a limited liability company), or by all the general partners of Customer (if Customer is a partnership); (b) a certificate signed by the secretary or an assistant secretary of Customer (if Customer is a corporation), or by the managers or authorized members as appropriate (if Customer is a limited liability company), or all the general partners of Customer (if Customer is a partnership) as to the incumbency and signatures of the persons authorized to execute and deliver the Lease Documents; and (c) such other documents as Lessor shall request.

**28. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL:** THIS AGREEMENT AND ALL SCHEDULES SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND LESSOR SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT LESSOR'S SOLE OPTION, IN THE STATE WHERE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, AND LESSOR, BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

**29. MISCELLANEOUS:** All notices required or permitted under this Agreement or any Schedule shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Lessor to Customer shall be effective three (3) days after it has been deposited in the mail, duly addressed. All such notices to Lessor from Customer shall be effective after it has been received via U.S. mail, express delivery, facsimile or other electronic transmission. If there should be more than one party executing this Agreement or any Schedule as Customer, all obligations to be performed by Customer shall be the joint and several liability of all such parties. Customer's representations, warranties, and covenants under each Schedule shall survive the delivery and return of the respective Equipment. Any provision of this Agreement that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that Lessor may insert missing information or correct other information on this Agreement including the Equipment's description, serial number, and location, and corrections to Customer's legal name; otherwise, this Agreement contains the entire arrangement between Customer and Lessor and no modifications of this Agreement shall be effective unless in writing and signed by the parties. Customer agrees that Lessor may accept a facsimile or other electronic transmission of this Agreement or any Acceptance Certificate as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes.

Customer and Lessor have each caused this Agreement to be executed as of the date first written below.

<b>CUSTOMER</b>	
Customer Legal Name	_____
By:	_____
Name:	_____
Title:	_____
Tax ID#:	_____ If proprietor, DOB, _____
By:	_____
Name:	_____
Title:	_____

<b>DEALER</b>	
Dealer Legal Name:	Jones-Walbaum Corp. DBA: American Business Machines
By:	_____
Name:	Ryan Jones
Title:	General Manager
Date:	1-21-2020

# Canon

Canon Financial Services, Inc.

**Addendum to Total  
Solution Master  
Agreement for Customer #  
52880**

WHEREAS, Jones Walbaum Corporation and County of Inyo ("Customer") have determined that it is for their mutual benefit to enter into this Addendum ("Addendum") to the Lease Agreement (whether designated a Lease, Rental Agreement, Master Lease, or otherwise) ("Agreement") for the lease or rental of certain equipment ("Equipment").

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereto hereby agree as follows:

Capitalized terms used herein but not otherwise defined herein shall have the respective meanings given to such terms in the Agreement. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.

In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respect govern and control.

The terms and conditions paragraph(s) in the Agreement (CFS-1090 10/17) are changed as follows:

**3. PAYMENTS:** Paragraph 3 is amended by deleting the second and fourth sentences in their entirety.

**5. ADVANCE PAYMENTS:** Paragraph 5 is amended by deleting it in its entirety.

**10. INDEMNITY:** Paragraph 10 is amended by adding the following to the end of the second sentence: "unless due to Lessor's gross negligence or willful misconduct".

Customer agrees that Jones Walbaum Corporation may accept a facsimile copy of this Addendum as an original, and that such facsimile copy will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ACCEPTED BY JONES WALBAUM CORPORATION.

<b>Jones Walbaum Corporation</b> By: _____ Title: <u>GENERAL MANAGER</u> Date: <u>11-21-2020</u>	<b>County of Inyo</b> By: _____ Printed Name: <u>/</u> Title: _____
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**Corporate Office**  
821 18<sup>th</sup> St.  
Bakersfield, CA  
661-324-4741

**In partnership with Canon, American Business Machines presents a five-year Customer Confidence Guarantee.**

In these changing and unpredictable economic times, you must receive full value from every dollar. Therefore, when we say five years, we mean five years!

We guarantee that you will never be forced to replace a Canon Copier from American Business Machines because it cannot be repaired.

Peace of mind for now and through to your next technology upgrade – never before guaranteed.

## **CANON CUSTOMER CONFIDENCE GUARANTEE**

Canon in partnership with American Business Machines is committed to the continuing advancement of the copier industry's highest quality of workmanship, customer service, and technical support.

In light of our commitment to the highest standards of excellence, we offer the Customer Confidence Guarantee:

American Business Machines agrees to maintain the equipment covered by this agreement in good operating condition, providing necessary maintenance, service, and parts for the routine repairs.

If American Business Machines is unable to repair a copier covered under this agreement at your location, a loaner of like model will be provided to you at no additional cost while in-shop repair is performed. In the unlikely event that the equipment cannot be satisfactorily repaired, we shall provide, at no charge, an equivalent replacement machine.

This flexible guarantee can be extended up to five years.

All Canon Copiers acquired from American Business Machines are covered provided that the customer continuously maintains them through American Business Machines under the Canon Customer Confidence Guarantee from the date of installation. It does not apply to equipment damaged or destroyed by an act of God.

American Business Machines guarantees a 24 hour on-site service response time. If the machine is down and not operational ABM will respond 4 to 6 hours.

Thank you

  
Ryan Jones  
General Manager



## MAINTENANCE AGREEMENT

**BILL TO:**

Invoice #			
Acct #			
Purchase Order #			
Company Name	COUNTY OF INYO		
Address	168 N. EDWARDS STREET		
City	INDEPENDENCE		
State	CA	Zip	93526
Phone	760-878-0366		
Contact	JAYME WESTERVELT		

**SERVICE ADDRESS:**

Date			
Acct #			
Purchase Order #			
Company Name	COUNTY OF INYO		
Address	SEE SCHEDULE		
City			
State		Zip	
Phone #			
Meter Contact			

### INCLUSIVE COVERAGE

- PRACTICAL**      *Includes all parts, labor, service calls, mileage, and inspections (Excludes ALL consumables, drums, and toner.)*  
 **EXTENDED**      *Includes drum, all parts, labor, service calls, mileage, and inspections (Excludes ALL toner, paper and staples.)*  
 **FULL COMP.**      *Includes toner, drum, all parts, labor, service calls, mileage, and inspections (Excludes ALL paper and staples.)*  
 **NO CONTRACT**      *Charge per call basis on drums, toner, all parts, labor, service calls, and mileage. (Hourly rate @ \$85.00)*

### COVERED EQUIPMENT

MODEL #	SERIAL #	START METER	CONTRACTED VOLUME	QUARTERLY COPY VOLUME	BASE CHARGE	OVERAGE / PER COPY CHARGE
	SEE SCHEDULE			531,000		0.0092
				0/CPC		0.06
<b>Renewal: Y or N</b>						
	<b>Agreement Start Date:</b>			<b>TOTAL</b>		

 **TSA INCLUDED\***      *\*Must have attached TSA Agreement*

### BILLING CYCLE

**MONTHLY**      This maintenance plan is effective for  12 months or  24 months from the agreement start date (install date if applicable) or the contracted volume, whichever occurs first. Base charges are payable in advance with overages billed in arrears. 24 month contract will lock in the service price for 24 month period.  
 **QUARTERLY**  
 **SEMI-ANNUAL**  
 **ANNUAL**

**Special Instructions:** Full comp service agreement includes 531,000 black & white images per quarter. All b/w overages billed @ 0.0092. All color images billed @ 0.06 on a quarterly basis.

Customer agrees to purchase and American Business Machines agrees to provide maintenance service for the equipment listed above, in accordance with the terms and conditions of this agreement. No terms or conditions, expressed or implied, are authorized unless they appear on the original of this agreement and are signed by the customer and an officer of American Business Machines. The additional terms and conditions of this agreement listed on the reverse side are incorporated in and made part of this agreement. No change, alteration or amendment of these terms and conditions are authorized or effective unless agreed upon in writing by an officer of American Business Machines. No course of dealing or other conduct or custom shall constitute an amendment to the terms hereof nor alter or vary the terms of this agreement.

Accepted by Customer

**X**  
 \_\_\_\_\_  
 CUSTOMER SIGNATURE  
**JAYME WESTERVELT**  
 PRINTED NAME  
 \_\_\_\_\_  
 TITLE  
 \_\_\_\_\_  
 DATE  
 \_\_\_\_\_

Accepted by American Business Machines

**X**  
  
 \_\_\_\_\_  
 AUTHORIZED SIGNATURE  
**RYAN JONES**  
 PRINTED NAME  
**GENERAL MANAGER**  
 TITLE  
 \_\_\_\_\_  
 DATE  
 \_\_\_\_\_



**ABM MAINTENANCE AGREEMENT - TERMS & CONDITIONS**

1. During the term of this Agreement, and for each unit of Equipment listed on the front of this document, American Business Machines (ABM) will provide, during ABM's normal business hours, without additional charge; labor, emergency service, preventative maintenance service and all replacement parts, except as noted in the terms and conditions of this agreement. This agreement does not cover: installation or de-installation of the equipment, performing electrical work external to the equipment or transportation of the equipment to another location.
2. The maintenance services provided in this Agreement shall not cover, and customer shall pay ABM's then current labor, parts and/or supplies charges for, any service calls, repairs and supplies required as a result of (a) inadequate customer operator involvement or service performed by personnel other than those of ABM, (b) causes other than normal use, customer's willful act, negligence or misuse, accident, transportation, electrical power failure, air conditioning or humidity control, or any other cause external to the equipment, (c) use of supplies (other than paper) or parts other than the supplies or parts supplied by ABM, (d) retrofits or modifications not designated by Canon U.S.A., Inc. as optional. ABM shall not be responsible for delay's in providing service due to strikes, accidents, embargoes, acts of God, or any other event beyond its control.
3. Maintenance calls under this Agreement will be made during normal business hours. Travel and labor time for service calls after normal hours, on weekends and on holidays, if and when available, will be charged at after hours rates in effect at the time the call is made.
4. Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustment, repair or replacement of parts described as follows; all parts necessary to the operation of the equipment, with the exception of the parts listed below, and subject to the general scope of coverage, will be repaired or replaced free of charge during a service call included in the maintenance service provided by this Agreement. Exceptions are, but not limited to; Paper Cassettes, Document Feeder Covers and Belts and any other "Cosmetic" parts.

5. **#5 CFS LEASE SUPERCEDES THESE TERM AND CONDITIONS**

6. Supply inclusive plans will include all supplies, as indicated on the front of this Agreement, necessary for the operation of the equipment based on manufacturer specifications.

7. **#7 CFS LEASE SUPERCEDES THESE TERM AND CONDITIONS**

8. **#8 CFS LEASE SUPERCEDES THESE TERM AND CONDITIONS**

9. **#9 CFS LEASE SUPERCEDES THESE TERMS AND CONDITIONS**

10. **#10 CFS LEASE SUPERCEDES THESE TERMS AND CONDITIONS**

<u>Full Months Remaining to Contract Expiration</u>	<u>Multiple Times Full Monthly Minimum</u>
24 or more	12
18 - 23	10
12 - 17	9
7 - 11	8
0 - 6	Balance of Agreement

11. **#11 CFS LEASE SUPERCEDES THESE TERMS AND CONDITIONS**

12. This Agreement shall be governed by and construed according to the laws of the State of California. It constitutes the entire agreement between the parties and may not be modified except in writing and signed by duly authorized officers of ABM and the customer.



Lessor and Customer only, this Agreement shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order. Customer agrees to waive any right of specific performance of this Agreement or any Schedule and shall hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered, if the Equipment is unsatisfactory or if CFS does not accept assignment of this Agreement or any Schedule. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of the applicable Schedule.

**8. LOCATION; LIENS; NAMES; OFFICES:** Customer shall not move the Equipment from the location specified on the applicable Schedule except with the prior written consent of Lessor. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of Lessor. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. The jurisdiction of organization and chief executive office address of Customer are as set forth herein. Customer shall provide Lessor with written notice at least thirty (30) days prior to any change of its legal name, chief executive office address or its form of organization (including, without limitation, its jurisdiction of organization), and shall execute and deliver to Lessor such documents as required or appropriate.

**9. WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCING STATEMENTS:** Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes. Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer authorizes Lessor (and any third party filing service designated by Lessor) to execute and file (a) financing statements evidencing the interest of Lessor in the Equipment (including forms containing a broader description of the Equipment than the description set forth in the respective Schedule), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof.

**10. INDEMNITY:** Dealer is responsible for installation of the Equipment. Customer shall reimburse Lessor for and defend Lessor against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement and any Schedules.

**11. MAINTENANCE; ALTERATIONS:** (A) FOR EQUIPMENT ON LEASE SCHEDULES. Customer shall keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of Lessor, make any changes or substitutions to the Equipment. Any and all replacement parts, accessories, authorized changes to and/or substitutions for the Equipment shall become part of the Equipment and subject to the terms of this Agreement. (B) FOR EQUIPMENT ON RENTAL SCHEDULES. The charges established on Rental Schedules include payments for services and supplies, and Dealer is responsible for providing those services and supplies described in "Service and Supplies Included" on the Rental Schedule. Service will be performed by Dealer during regular business hours (9:00 a.m. to 5:00 p.m., Monday through Friday, except holidays) at no cost to Customer other than as set forth below in this paragraph. Customer shall use reasonable care in handling and operation of the Equipment. Dealer shall have the right to inspect, repair and remove Equipment and/or read the meter at any time during Customer's business hours. Any service work made necessary by Customer's willful act or negligence (including, without limitation, damage to any photoreceptor copier drums ("Copier Drums") and use of supplies other than those distributed by Dealer which cause abnormally frequent service calls or service problems), or any service work Customer may request to be performed outside regular business hours, shall be invoiced in accordance with Dealer's established service policies. Dealer shall have the right to substitute equivalent Equipment at any time during the term of the applicable Rental Schedule. Paper must be purchased separately by Customer. Customer acknowledges that CFS will not be responsible for any service, repairs or maintenance of the Equipment, whether provided for in this Agreement, the applicable Rental Schedule, or in any other agreement between Dealer and Customer, and that if Customer has a dispute regarding the Equipment or the maintenance thereof, Customer shall continue to pay all charges due under this Agreement and the applicable Schedule without deducting or withholding any amounts.

**12. TAXES; OTHER FEES AND CHARGES:** CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to Lessor or Customer. If Customer fails to pay any such fees, assessments, taxes, expenses or charges, as required hereunder, Lessor shall have the right but not the obligation to pay those fees, assessments, taxes, expenses and charges, and Customer shall promptly reimburse Lessor, upon demand, for all such payments made plus administrative fees and costs, if any. Customer acknowledges that where required by law, Lessor will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse Lessor for the expense of such personal property taxes as invoiced by Lessor and pay Lessor a processing fee not to exceed \$50 per year per item of Equipment that is subject to such tax. Customer agrees that Lessor has not, and will not, render tax advice to Customer and that payment of such taxes is an administrative act. ON THE DATE OF THE FIRST SCHEDULED PAYMENT UNDER EACH SCHEDULE AND THE DATE OF THE FIRST SCHEDULED PAYMENT AFTER THE ADDITION OF ANY EQUIPMENT TO ANY SCHEDULE, CUSTOMER SHALL PAY TO LESSOR A DOCUMENTATION FEE, IN THE AMOUNT OF \$85, TO REIMBURSE LESSOR FOR ITS ADMINISTRATIVE AND RECORDING COSTS.

**13. INSURANCE:** Customer, at its sole cost and expense, shall, during the term hereof including all renewals and extensions, obtain, maintain and pay for (A) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (B) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in form and amount, and with companies satisfactory to Lessor. Each insurer providing such insurance shall name Lessor as additional insured and loss payee and provide Lessor thirty (30) days written notice before the policy in question shall be materially altered or canceled. Customer shall pay the premiums for such insurance, shall be responsible for all deductible portions thereof, and shall deliver certificates or other evidence of insurance to Lessor. The proceeds of such insurance, at the option of Lessor, shall be applied to (a) replace or repair the Equipment, or (b) pay Lessor the "Remaining Lease Balance" on the applicable Schedule, which shall be the sum of: (i) all amounts then owed by Customer to Lessor under this Agreement and the applicable Schedule; plus (ii) the present value of all remaining Payments for the full term of this Agreement and the applicable Schedule; plus (iii) the "Asset Value," which shall be: (A) for a Schedule with a \$1.00 Purchase Option, \$1.00; (B) for a Schedule with a Fair Market Value Purchase Option or no Purchase Option selected, the Fair Market Value of the Equipment (as defined herein); and (C) for a Schedule with an Other Purchase Option, the respective dollar amount of such Purchase Option indicated on the applicable Schedule; plus (iv) any applicable taxes, expenses, charges and fees. For purposes of determining present value under this Agreement or any Schedule, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints Lessor as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage to Equipment under any such insurance policy. If within ten (10) days after Lessor's request, Customer fails to deliver satisfactory evidence of such insurance to Lessor, then Lessor shall have the right, but not the obligation, to obtain insurance covering Lessor's interests in the Equipment, and add the costs of acquiring and maintaining such insurance, and an administrative fee, to the amounts due from Customer under this Agreement. Lessor and any of its affiliates may make a profit on the foregoing.

**14. LOSS; DAMAGE:** Customer assumes and shall bear the entire risk of loss, theft of, or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft, or damage shall relieve Customer of any obligation under this Agreement or any Schedule. In the event of damage to any Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of Lessor, will (a) replace the same with like equipment in a condition acceptable to Lessor and convey clear title to such equipment to Lessor (and such equipment will become "Equipment" and be subject to the terms of this Agreement), or (b) pay Lessor the Remaining Lease Balance. Upon Lessor's receipt of the Remaining Lease Balance, Lessor shall transfer the applicable Equipment to Customer "AS-IS, WHERE-IS" without any representation or warranty whatsoever, except for title, and the applicable Schedule shall terminate with respect to such Equipment.

**15. DEFAULT:** Any of the following events or conditions shall constitute an Event of Default under this Agreement and all Schedules: (a) Customer defaults in the payment when due of any indebtedness of Customer to Lessor, whether or not arising under this Agreement or any Schedule, without notice or demand by Lessor; (b) Customer or any guarantor of Customer's obligations hereunder ("Guarantor") ceases doing business as a going concern; (c) Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) a petition or proceeding is filed by or against

Customer or any Guarantor under any bankruptcy or insolvency law; (e) a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) any statement, representation or warranty made by Customer or any Guarantor to Lessor is incorrect in any material respect; or (g) Customer or any Guarantor who is a natural person dies.

**16. FINANCIAL AND OTHER REPORTS:** Customer shall provide Lessor such financial information as Lessor may from time to time request. Customer hereby warrants and represents that all financial statements previously delivered or to be delivered to Lessor by or on behalf of Customer, and any statements and data submitted in writing to Lessor in connection with this Agreement or any Schedule, are or will be true and correct in all material respects.

**17. CUSTOMER WARRANTIES:** Customer represents and warrants to Lessor that as of the date of this Agreement, of each Schedule and of each Acceptance Certificate: (a) Customer has the power and capacity to enter into the respective Schedule, any documents related to the purchase of the Equipment leased under such Schedule and any other documents required to be delivered in connection with such Schedule (collectively, the "Documents"); the Documents have been duly authorized, executed and delivered by Customer and constitute valid, legal and binding agreements, enforceable in accordance with their terms; there are no proceedings presently pending or threatened against Customer which may impair its ability to perform under the Agreement or any Schedule; and all information supplied to Lessor is accurate and complete; (b) Customer's entering into the respective Schedule and the leasing of the Equipment does not and will not: (i) violate any judgment, order, or law applicable to the Schedule, Customer or Customer's certificate of incorporation or bylaws (if Customer is a corporation) or Customer's operating agreement or limited liability company agreement (if Customer is a limited liability company) or Customer's partnership agreement (if Customer is a partnership); or (ii) result in the creation of any lien, security interest or other encumbrance upon the Equipment; (c) all financial data of Customer or of any consolidated group of companies of which Customer is a member (the "Customer Group"), delivered to Lessor have been prepared in accordance with generally accepted accounting principles applied on a consistent basis with prior periods and fairly present the financial position and results from operations of Customer, or of the Customer Group, as of the stated date and period(s); since the date of the most recently delivered financial data, there has been no material adverse change in the financial or operating condition of Customer or of the Customer Group; and (d) if Customer is a corporation, limited liability company or partnership, it is and will be validly existing and in good standing under the laws of the state of its incorporation, formation or organization; the persons signing this Agreement or any Schedule are acting with the full authority of its board of directors (if Customer is a corporation), or managers or members as appropriate (if Customer is a limited liability company), or partners (if Customer is a partnership) and hold the offices indicated below their signatures, which are genuine.

**18. REMEDIES:** Upon the happening of any one or more Events of Default, Lessor shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or serially, and in any order: (a) to require Customer to immediately pay all unpaid Payments hereunder (whether or not then due) and other amounts due under this Agreement and all Schedules, with Lessor retaining title to the Equipment; (b) to terminate any and all Schedules with Customer; (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to retake possession of any or all of the Equipment, and (i) retain such Equipment and all Payments and other sums paid under this Agreement and all Schedules, or (ii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by Lessor from such sale; or (d) to pursue any other remedy permitted at law or in equity. Lessor (i) may dispose of the Equipment in its then present condition or following such preparation and processing as Lessor deems commercially reasonable; (ii) shall have no duty to prepare or process the Equipment prior to sale; (iii) may disclaim warranties of title, possession, quiet enjoyment and the like; and (iv) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. If the Equipment is not available for sale, Customer shall be liable for the Remaining Lease Balance and any other amounts due under this Agreement. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by Lessor. Failure to exercise any remedy that Lessor may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

**19. LATE CHARGES; EXPENSES OF ENFORCEMENT:** If Customer fails to pay any sum to be paid by Customer to Lessor under any Schedule on or before the due date, Customer shall pay Lessor, upon demand, an amount equal to the greater of ten percent (10%) of each such delayed Payment or twenty-five dollars (\$25) for each billing period or portion of a billing period such Payment is delayed, in each case to the extent permitted by applicable law. The amounts specified above shall be paid as liquidated damages and as compensation for Lessor's internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse Lessor for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies under this Agreement or any Schedule or in enforcing any of the terms of this Agreement or any Schedule, including without limitation, reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. If CFS should bring court action, Customer and CFS agree that attorney's fees equal to twenty-five percent (25%) of the total amount sought by CFS shall be deemed reasonable for purposes of this Agreement.

**20. ASSIGNMENT:** CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT OR ANY SCHEDULE IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF LESSOR. Lessor may pledge or transfer this Agreement or any Schedule. Customer agrees that if Lessor transfers this Agreement or any Schedule, the assignee will have the same rights and benefits that Lessor has now and will not have to perform any of Dealer's or CFS' obligations which Dealer or CFS will continue to perform. Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or set-offs that Customer may have against Lessor. If Customer is given notice of any such transfer, Customer agrees if so directed therein, to pay directly to the assignee all or any part of the amounts payable hereunder.

**21. RENEWAL; RETURN:** Except in the case of a Lease Schedule containing a \$1.00 Purchase Option, each Schedule shall automatically renew on a month-to-month basis at the same Payment amount and frequency unless Customer sends written notice to Lessor at least sixty (60) days before the end of the scheduled term or any renewal term that Customer either (i) shall exercise the Purchase Option in accordance with the terms hereof and at the end of such term exercises such Purchase Option, or (ii) does not want to renew the Schedule and at the end of such term returns the respective Equipment as provided below. Unless a Schedule automatically renews or Customer purchases the Equipment as provided herein, Customer shall, at the termination of the respective Schedule, return the Equipment at its sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by Lessor. Lessor may charge Customer a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment. If for any reason Customer shall fail to return to Lessor the Equipment subject to a Schedule as provided herein, Customer shall pay to Lessor upon demand one billing period's Payment (as specified in the applicable Schedule) for each billing period or portion thereof that such return is delayed. Customer shall reimburse Lessor for any costs incurred by Lessor to place the Equipment in good operating condition.

**22. PURCHASE OPTION:** (A) END OF TERM PURCHASE OPTION. To exercise this option, Customer shall give Lessor sixty (60) days' prior irrevocable written notice (unless the Purchase Option is \$1.00) that it will purchase all the Equipment at the end of the initial term or any renewal term for the Purchase Option price indicated on the face of the applicable Lease Schedule, or the Fair Market Value for an applicable Rental Schedule, *plus* any applicable taxes, expenses, charges, and fees. (B) PRIOR TO MATURITY PURCHASE. Customer may, at any time, upon sixty (60) days' prior irrevocable written notice purchase all (but not less than all) the Equipment on the respective Schedule at a price equal to the sum of all remaining Payments *plus* the Fair Market Value, *plus* (any applicable taxes, expenses, charges and fees. For purposes of this Agreement, "Fair Market Value" shall be Lessor's retail price at the time Customer notifies Lessor of its intent to purchase the Equipment. Upon proper notice and payment by Customer of the amounts specified above, Lessor shall transfer the Equipment to Customer "AS-IS WHERE-IS" without any representation or warranty whatsoever, except for title, and the applicable Schedule shall terminate.

**23. DATA:** Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer and that exposure or access to the Data by CFS or Dealer, if any, is purely incidental to the services performed by CFS and Dealer. Neither CFS or Dealer nor any of their affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, if applicable, Customer should, (i) enable the Hard Disk Drive (HDD) data

erase functionality that is a standard feature on certain Equipment and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from its Dealer at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case Customer should properly destroy the replaced hard drive). Customer shall indemnify Dealer, and CFS, their subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. This section survives termination or expiration of this Agreement. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer, Dealer and CFS applies, or could be construed to apply to Data.

**24. MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT:** No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under this Agreement, in inverse order of maturity, and thereafter shall be refunded. If this Agreement or any Schedule is recharacterized as a conditional sale or loan, Customer hereby grants to CFS, its successors and assigns a security interest in the Equipment to secure payment and performance of Customer's obligations under this Agreement.

**25. UCC - ARTICLE 2A:** CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT AND EACH SCHEDULE IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A") AND LESSOR IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.

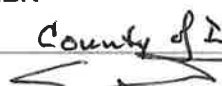
**26. WAIVER OF OFFSET:** The lease created by each Lease Schedule and this Agreement is a net lease. If the Equipment is not properly installed, does not operate as represented or warranted, or is unsatisfactory for any reason, Customer shall make such claim solely against the Dealer, supplier or manufacturer. Customer waives any and all existing and future claims and offsets against any Payments or other charges due under each Lease Schedule and this Agreement and unconditionally agrees to pay such Payments and other charges, regardless of any offset or claim which may be asserted by Customer or on its behalf.

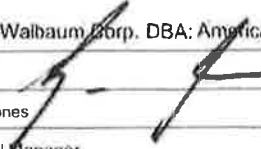
**27. ADDITIONAL DOCUMENTATION:** Customer agrees to deliver to Lessor, on or before the date of this Agreement or the first Schedule, each of the following in form and substance satisfactory to Lessor: (a) a copy of the resolutions of the board of directors of Customer (if Customer is a corporation), or a copy of the resolutions of the managers or members, as appropriate (if Customer is a limited liability company), or an authorization of all the general partners of Customer (if Customer is a partnership), authorizing the execution, delivery and performance of this Agreement, each Schedule, and each Acceptance Certificate (the "Lease Documents"), certified by the secretary or an assistant secretary of Customer (if Customer is a corporation), or by the managers or authorized members as appropriate (if Customer is a limited liability company), or by all the general partners of Customer (if Customer is a partnership); (b) a certificate signed by the secretary or an assistant secretary of Customer (if Customer is a corporation), or by the managers or authorized members as appropriate (if Customer is a limited liability company), or all the general partners of Customer (if Customer is a partnership) as to the incumbency and signatures of the persons authorized to execute and deliver the Lease Documents; and (c) such other documents as Lessor shall request.

**28. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL:** THIS AGREEMENT AND ALL SCHEDULES SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND LESSOR SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT LESSOR'S SOLE OPTION, IN THE STATE WHERE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, AND LESSOR, BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

**29. MISCELLANEOUS:** All notices required or permitted under this Agreement or any Schedule shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Lessor to Customer shall be effective three (3) days after it has been deposited in the mail, duly addressed. All such notices to Lessor from Customer shall be effective after it has been received via U.S. mail, express delivery, facsimile or other electronic transmission. If there should be more than one party executing this Agreement or any Schedule as Customer, all obligations to be performed by Customer shall be the joint and several liability of all such parties. Customer's representations, warranties, and covenants under each Schedule shall survive the delivery and return of the respective Equipment. Any provision of this Agreement that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that Lessor may insert missing information or correct other information on this Agreement including the Equipment's description, serial number, and location, and corrections to Customer's legal name; otherwise, this Agreement contains the entire arrangement between Customer and Lessor and no modifications of this Agreement shall be effective unless in writing and signed by the parties. Customer agrees that Lessor may accept a facsimile or other electronic transmission of this Agreement or any Acceptance Certificate as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes.

Customer and Lessor have each caused this Agreement to be executed as of the date first written below.

<b>CUSTOMER</b>	
Customer Legal Name	County of Leno, CA
By:	
Name:	Scott R. Armstrong
Title:	Information Services Director
Tax ID#:	If proprietor, DOB, _____
By:	
Name:	
Title:	

<b>DEALER</b>	
Dealer Legal Name:	Jones-Walbaum Corp. DBA: American Business Machines
By:	
Name:	Ryan Jones
Title:	General Manager
Date:	1-21-2020



Canon Financial Services, Inc.

**Addendum to Total  
Solution Master  
Agreement for Customer #  
52880**

WHEREAS, Jones Walbaum Corporation and County of Inyo ("Customer") have determined that it is for their mutual benefit to enter into this Addendum ("Addendum") to the Lease Agreement (whether designated a Lease, Rental Agreement, Master Lease, or otherwise) ("Agreement") for the lease or rental of certain equipment ("Equipment").

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereto hereby agree as follows:

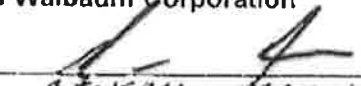
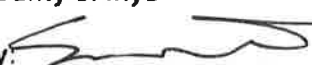
Capitalized terms used herein but not otherwise defined herein shall have the respective meanings given to such terms in the Agreement. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.

In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respect govern and control.

The terms and conditions paragraph(s) in the Agreement (CFS-1090 10/17) are changed as follows:

- 3. **PAYMENTS:** Paragraph 3 is amended by deleting the second and fourth sentences in their entirety.
- 5. **ADVANCE PAYMENTS:** Paragraph 5 is amended by deleting it in its entirety.
- 10. **INDEMNITY:** Paragraph 10 is amended by adding the following to the end of the second sentence: "unless due to Lessor's gross negligence or willful misconduct".

Customer agrees that Jones Walbaum Corporation may accept a facsimile copy of this Addendum as an original, and that such facsimile copy will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ACCEPTED BY JONES WALBAUM CORPORATION.

<p><b>Jones Walbaum Corporation</b></p> <p>By: </p> <p>Title: <u>GENERAL MANAGER</u></p> <p>Date: <u>11-21-2020</u></p>	<p><b>County of Inyo</b></p> <p>By: </p> <p>Printed Name: <u>Scott R. Armstrong</u></p> <p>Title: <u>Information Services Director</u></p>
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**In partnership with Canon, American Business Machines presents a five-year Customer Confidence Guarantee.**

In these changing and unpredictable economic times, you must receive full value from every dollar. Therefore, when we say five years, we mean five years!

We guarantee that you will never be forced to replace a Canon Copier from American Business Machines because it cannot be repaired.

Peace of mind for now and through to your next technology upgrade – never before guaranteed.

## **CANON CUSTOMER CONFIDENCE GUARANTEE**

Canon in partnership with American Business Machines is committed to the continuing advancement of the copier industry's highest quality of workmanship, customer service, and technical support.

In light of our commitment to the highest standards of excellence, we offer the Customer Confidence Guarantee:

American Business Machines agrees to maintain the equipment covered by this agreement in good operating condition, providing necessary maintenance, service, and parts for the routine repairs.

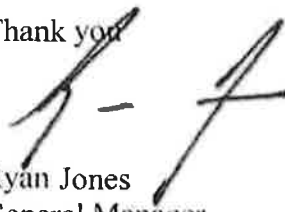
If American Business Machines is unable to repair a copier covered under this agreement at your location, a loaner of like model will be provided to you at no additional cost while in-shop repair is performed. In the unlikely event that the equipment cannot be satisfactorily repaired, we shall provide, at no charge, an equivalent replacement machine.

This flexible guarantee can be extended up to five years.

All Canon Copiers acquired from American Business Machines are covered provided that the customer continuously maintains them through American Business Machines under the Canon Customer Confidence Guarantee from the date of installation. It does not apply to equipment damaged or destroyed by an act of God.

American Business Machines guarantees a 24 hour on-site service response time. If the machine is down and not operational ABM will respond 4 to 6 hours.

Thank you



Ryan Jones  
General Manager



## MAINTENANCE AGREEMENT

**BILL TO:**

Invoice #			
Acct #			
Purchase Order #			
Company Name	COUNTY OF INYO		
Address	168 N. EDWARDS STREET		
City	INDEPENDENCE		
State	CA	Zip	93526
Phone	760-878-0366		
Contact	JAYME WESTERVELT		

**SERVICE ADDRESS:**

Date			
Acct #			
Purchase Order #			
Company Name	COUNTY OF INYO		
Address	SEE SCHEDULE		
City			
State		Zip	
Phone #			
Meter Contact			

### INCLUSIVE COVERAGE

- PRACTICAL** *Includes all parts, labor, service calls, mileage, and inspections (Excludes ALL consumables, drums, and toner.)*
- EXTENDED** *Includes drum, all parts, labor, service calls, mileage, and inspections (Excludes ALL toner, paper and staples.)*
- FULL COMP.** *Includes toner, drum, all parts, labor, service calls, mileage, and inspections (Excludes ALL paper and staples.)*
- NO CONTRACT** *Charge per call basis on drums, toner, all parts, labor, service calls, and mileage. (Hourly rate @ \$85.00)*

### COVERED EQUIPMENT

MODEL #	SERIAL #	START METER	CONTRACTED VOLUME	QUARTERLY COPY VOLUME	BASE CHARGE	COVERAGE / PER COPY CHARGE
	SEE SCHEDULE			531,000		0.0092
				0/CPC		0.06
<b>Renewal: Y or N</b>						
<b>Agreement Start Date:</b>				<b>TOTAL</b>		

**TSA INCLUDED\*** *\*Must have attached TSA Agreement*

**MONTHLY** This maintenance plan is effective for  12 months or  24 months from the agreement start date (install date if applicable) or the contracted volume, whichever occurs first. Base charges are payable in advance with overages billed in arrears. 24 month contract will lock in the service price for 24 month period.

**QUARTERLY**

**SEMI-ANNUAL**

**ANNUAL**

**Special Instructions:** Full comp service agreement includes 531,000 black & white images per quarter. All b/w overages billed @ 0.0092. All color images billed @ 0.06 on a quarterly basis.

### BILLING CYCLE

Customer agrees to purchase and American Business Machines agrees to provide maintenance service for the equipment listed above, in accordance with the terms and conditions of this agreement. No terms or conditions, expressed or implied, are authorized unless they appear on the original of this agreement and are signed by the customer and an officer of American Business Machines. The additional terms and conditions of this agreement listed on the reverse side are incorporated in and made part of this agreement. No change, alteration or amendment of these terms and conditions are authorized or effective unless agreed upon in writing by an officer of American Business Machines. No course or dealing or other conduct or custom shall constitute an amendment to the terms hereof nor alter or vary the terms of this agreement.

Accepted by Customer

CUSTOMER SIGNATURE

JAYME WESTERVELT

PRINTED NAME

TITLE

Jan 28, 2020

DATE

Accepted by American Business Machines

AUTHORIZED SIGNATURE

RYAN JONES

PRINTED NAME

GENERAL MANAGER

TITLE

DATE



**ABM MAINTENANCE AGREEMENT - TERMS & CONDITIONS**

1. During the term of this Agreement, and for each unit of Equipment listed on the front of this document, American Business Machines (ABM) will provide, during ABM's normal business hours, without additional charge; labor, emergency service, preventative maintenance service and all replacement parts, except as noted in the terms and conditions of this agreement. This agreement does not cover: installation or de-installation of the equipment, performing electrical work external to the equipment or transportation of the equipment to another location.
2. The maintenance services provided in this Agreement shall not cover, and customer shall pay ABM's then current labor, parts and/or supplies charges for, any service calls, repairs and supplies required as a result of (a) inadequate customer operator involvement or service performed by personnel other than those of ABM, (b) causes other than normal use, customer's willful act, negligence or misuse, accident, transportation, electrical power failure, air conditioning or humidity control, or any other cause external to the equipment, (c) use of supplies (other than paper) or parts other than the supplies or parts supplied by ABM, (d) retrofits or modifications not designated by Canon U.S.A., Inc. as optional. ABM shall not be responsible for delay's in providing service due to strikes, accidents, embargoes, acts of God, or any other event beyond its control.
3. Maintenance calls under this Agreement will be made during normal business hours. Travel and labor time for service calls after normal hours, on weekends and on holidays, if and when available, will be charged at after hours rates in effect at the time the call is made.
4. Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustment, repair or replacement of parts described as follows; all parts necessary to the operation of the equipment, with the exception of the parts listed below, and subject to the general scope of coverage, will be repaired or replaced free of charge during a service call included in the maintenance service provided by this Agreement. Exceptions are, but not limited to; Paper Cassettes, Document Feeder Covers and Belts and any other "Cosmetic" parts.

5. **#5 CFS LEASE SUPERCEDES THESE TERM AND CONDITIONS**

6. Supply inclusive plans will include all supplies, as indicated on the front of this Agreement, necessary for the operation of the equipment based on manufacturer specifications.

7. **#7 CFS LEASE SUPERCEDES THESE TERM AND CONDITIONS**

8. **#8 CFS LEASE SUPERCEDES THESE TERM AND CONDITIONS**

9. **#9 CFS LEASE SUPERCEDES THESE TERMS AND CONDITIONS**

10. **#10 CFS LEASE SUPERCEDES THESE TERMS AND CONDITIONS**

<u>Full Months Remaining to Contract Expiration</u>	<u>Multiple Times Full Monthly Minimum</u>
24 or more	12
18 - 23	10
12 - 17	9
7 - 11	8
0 - 6	Balance of Agreement

11. **#11 CFS LEASE SUPERCEDES THESE TERMS AND CONDITIONS**

12. This Agreement shall be governed by and construed according to the laws of the State of California. It constitutes the entire agreement between the parties and may not be modified except in writing and signed by duly authorized officers of ABM and the customer.



# County of Inyo



## County Administrator - Risk Management

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** March 16, 2021

**FROM:** Risk Management

**SUBJECT:** Approval of contract

---

**RECOMMENDED ACTION:**

Request Board ratify and approve the agreement between the County of Inyo and Angelo Kilday & Kildruff LLP of Sacramento, CA for the provision of legal services in an amount not to exceed \$75,000 for the period of March 8, 2021 until the subject litigation is completed, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

Porter Scott usually handles litigation arising from claims against the County; however, Porter Scott is unable to handle anticipated litigation related to a recent claim for damages. Angelo Kilday Kildruff LLP is recommended for defense of the subject litigation.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could deny this contract with Angelo Kilday Kildruff LLP. This is not recommended as the defense of the subject litigation is needed promptly, and we believe this firm is well qualified to handle this matter.

**OTHER AGENCY INVOLVEMENT:**

County Counsel, PRISM, and Rivera Hewitt Paul have been consulted in the selection process for this firm.

**FINANCING:**

This is budgeted in the County Liability Trust (500903) in the Professional Services (5265) object code.

**ATTACHMENTS:**

1. Legal Services Contract

**APPROVALS:**

Aaron Holmberg  
Darcy Ellis  
Denelle Carrington

Created/Initiated - 3/4/2021  
Approved - 3/5/2021  
Approved - 3/8/2021

Aaron Holmberg  
Clint Quilter  
Marshall Rudolph  
Amy Shepherd

Approved - 3/8/2021  
Approved - 3/8/2021  
Approved - 3/10/2021  
Final Approval - 3/10/2021

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ANGELO KILDAY & KILDRUFF LLP  
FOR THE PROVISION OF LEGAL SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the legal services of Angelo, Kilday & Kilduff I LLP, of Sacramento, California, (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment **A**, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by County Counsel, County Administrator, or their respective designees. 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 March 8, 2021 until the subject litigation is complete, 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. County shall reimburse Contractor for travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to the office of County Administrator, Risk Management. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid to under the rates set forth in Attachment **C**, or which are incurred by the Contractor without the prior approval of the County.

C. Incidental Expenses. County shall reimburse Contractor in accordance with the Schedule of Fees (Attachment **B**) for those Incidental Expenses which are specifically identified in the Schedule of

Fees and which are necessarily incurred by the Contractor in providing the services and work requested by County under this Agreement. Reimbursement by County for such Incidental Expenses will be limited to Contractor's actual cost without regard to any administrative or overhead expenses incurred by Contractor in obtaining or utilizing such incidental services or supplies. Reimbursement for actual costs will not exceed the amounts set forth in the Schedule of Fees.

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

E. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed \$75,000 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, including travel or per diem, which is in excess of the contract limit.

F. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all hours spent by Contractor in performing services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Contractor's statement to the County will also include an itemization of any incidental expenses, or travel or per diem expenses which have been approved in advance by County, incurred by Contractor during that period. The itemized statement for incidental expenses, travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

G. Federal and State taxes.

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

#### **4. WORK SCHEDULE.**

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

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

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. 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, ETC.**

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

#### **7. COUNTY PROPERTY.**

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

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

the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

## **8. WORKERS' COMPENSATION.**

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

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

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

## **12. RECORDS AND AUDIT.**

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

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

## **13. NONDISCRIMINATION.**

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

## **14. CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor 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-four (24) 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-four (24) (Amendment).

**23. ATTORNEY'S FEES.**

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

**24. AMENDMENT.**

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

**25. NOTICE.**

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

**COUNTY OF INYO:**  
County Administrator, Risk Management  
163 May Street  
Bishop, CA 93514

**CONTRACTOR:**  
Angelo, Kilday & Kilduff LLP  
601 University Ave, Ste 150  
Sacramento, CA 95825

**26. ENTIRE AGREEMENT.**

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

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AGREEMENT BETWEEN COUNTY OF INYO  
AND ANGELO KILDAY & KILDRUFF LLP  
FOR THE PROVISION OF LEGAL SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
1st DAY OF March, 2021

COUNTY OF INYO

CONTRACTOR

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

By: Serena Warner  
Signature

Dated: \_\_\_\_\_  
Type or Print Name

Serena Warner

Dated: 3/1/2021

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

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ANGELO KILDAY & KILDRUFF LLP  
FOR THE PROVISION OF LEGAL SERVICES**

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

**COUNTY OF INYO**

**CONTRACTOR**

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

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

Dated: \_\_\_\_\_  
Type or Print Name

\_\_\_\_\_

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

APPROVED AS TO FORM AND  
LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

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

APPROVED AS TO INSURANCE REQUIREMENTS:

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

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ANGELO KILDAY & KILDRUFF LLP  
FOR THE PROVISION OF LEGAL SERVICES**

**TERM:**

**FROM: March 8, 2021 until the subject litigation is complete**

**SCOPE OF WORK:**

1. Contractor shall represent and advise the County and such of its agents, officers and employees as the County may designate, in pending and potential litigation before state and federal courts, and county, state and federal administrative agencies. Contractor shall receive direction from the Inyo County Board of Supervisors, County Counsel and/or County Administrator or designees. Contractor shall also provide all secretarial and clerical support reasonably and customarily necessary to perform such services under this Agreement.
2. Contractor shall maintain and retain files and materials on cases and other matters upon which he is working. Electronic copies of documents received and created by Contractor shall be delivered to County Risk Management Office to be stored.
3. Contractor shall file and serve required pleadings, notices, discovery documents and materials on behalf of the County its officers or employees. The Office of County Counsel will cooperate with Contractor with regard to filing and service in Inyo County.
4. Contractor may email to the Offices of County Counsel and Risk Management copies of those pleadings, notices, discovery, documents and materials to be appropriately delivered to County officers and employees. The Office of County Counsel and/or Risk Management will then make necessary copies and deliver the pleadings, notices, discovery, documents and materials to the County officers and employees.
5. Contractor shall take the actions necessary to have all pleadings, notices, discovery, documents and materials, which are to be served upon the County or its officers and employees after their first general appearance, served upon both Contractor at his office and the County Counsel at the Independence office. Contractor shall also provide to the County Counsel and Risk Manager one copy of all pleadings, notices, discovery and other documents served and or filed by Contractor on behalf of the County, its officers or employees in electronic format.
6. Contractor, shall not bill for attorney's time in performing work or services which would ordinarily and customarily be performed by a legal secretary or clerical support.
7. Contractor shall not accept other employment which will interfere or cause a conflict of interest with representation of the County of Inyo and its agents, officers and employees

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ANGELO KILDAY & KILDRUFF LLP  
FOR THE PROVISION OF LEGAL SERVICES**

**TERM:**

**FROM: March 8, 2021 until the subject litigation is complete**

**SCHEDULE OF FEES:**

**1. COMPENSATION:**

Partner: \$230/hour  
Associate: \$200/hour  
Paralegal \$115/hour  
Travel: \$115/hour

**2. INCIDENTAL EXPENSES:**

The Firm shall not be obligated to advance costs on behalf of Client; however, for the purposes of convenience and in order to expedite matters, the Firm reserves the right to advance costs on behalf of the Client, with Client's prior approval, in the event a particular cost item exceeds \$7,500.00 in amount; and without the prior approval of Client in the event a particular cost item totals \$7,500.00 or less. Typical cost items include, by way of example and not limitation, document preparation and word processing, long distance telephone charges, fax/telecopy charges (at \$0.10 per page), appearance fees, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ANGELO KILDAY & KILDRUFF LLP  
FOR THE PROVISION OF LEGAL SERVICES**

**TERM:**

**FROM: March 8, 2021 until the subject litigation is complete**

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT**

Travel shall be at the County's request and will be billed at cost.  
Per diem travel from portal to portal will be at the current IRS rate.

## ATTACHMENT D

### AGREEMENT BETWEEN COUNTY OF INYO AND ANGELO KILDAY & KILDRUFF LLP FOR THE PROVISION OF LEGAL SERVICES

#### TERM:

FROM: March 8, 2021 until the subject litigation is complete

### 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 **\$1,000,000** 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.)*
4. **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:** County of Inyo, 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).

**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



## Health & Human Services

### CONSENT - ACTION REQUIRED

**MEETING:** March 16, 2021

**FROM:** Melissa Best-Baker

**SUBJECT:** Approval to purchase freezer trailer.

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**RECOMMENDED ACTION:**

Request Board authorize the issuance of a purchase order in an amount not to exceed \$35,000, payable to Jack Frost, LLC of North Las Vegas, NV for freezer trailer.

**SUMMARY/JUSTIFICATION:**

In our senior program, we are currently renting a freezer trailer from US Foods and Public Works staff is having to put diesel fuel in the trailer weekly for the home delivered meals. With the cost of the fuel and rental of the trailer, it was determined that it would be less expensive to purchase a portable freezer trailer that could be used in different locations if needed but could also be plugged into our building or run off a generator (in emergencies). Working with the Purchasing department, a bid package was released and Jack Frost LLC was the only respondent. We are requesting approval to purchase a freezer trailer from Jack Frost LLC.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

HHS could continue what they are doing but at the higher expense.

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

Federal CARES funds. This expense will be paid out of the ESAAA budget (683000) Equipment object code (5650).

**ATTACHMENTS:**

**APPROVALS:**

Melissa Best-Baker  
Darcy Ellis

Created/Initiated - 3/3/2021  
Approved - 3/4/2021

Melissa Best-Baker  
Marilyn Mann  
Amy Shepherd  
Marilyn Mann

Approved - 3/4/2021  
Approved - 3/4/2021  
Approved - 3/8/2021  
Final Approval - 3/8/2021



# County of Inyo



## Health & Human Services - Behavioral Health

### CONSENT - ACTION REQUIRED

**MEETING:** March 16, 2021

**FROM:** Lucy Vincent

**SUBJECT:** Approval of the Contract between the County of Inyo and Inyo County Office of Education (ICOE) for Prevention Early Intervention Services.

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**RECOMMENDED ACTION:**

Request Board approve the contract between Inyo County Health and Human Services Behavioral Health and Inyo County Office of Education in a total amount not to exceed \$19,340 for the implementation of the Mental Health Services Act (MHSA) Prevention Early Intervention (PEI) North Star Counseling Program for the contract period of April 1, 2021 to June 30, 2021, and authorize the Chairperson to sign contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

The previous MHSA Three Year Plan initially approved by your Board on April 3, 2018 included a PEI North Star Counseling project. Due to COVID 19, the Department of Health Care Services (DHCS) has allowed an extension of the that Three Year Plan to include the current fiscal year 20/21. While we were unable to fund a full year contract, we have found the ability to fund a fourth quarter contract while we make plan for the next MHSA three years. North Star Counseling is the sole source of low cost/no cost school-based early intervention counseling services for students that may not meet the specialty mental health medical necessity criteria for Medi-Cal services. The PEI funds will be used to partially support expanded school-based early intervention services for youth and families throughout the County. The program includes individual and group counseling for students and families as well as projects targeting stigma reduction for school districts throughout the County.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could deny approval of this contract. This would result in a continued gap in support of Northstar at a time of critical need.

**OTHER AGENCY INVOLVEMENT:**

MHSA stakeholders include consumers of mental health services and their families as well as a wide array of representatives of such entities as schools, law enforcement, probation, health and human services, and special education.

**FINANCING:**

Mental Health funds, including MHSA PEI funds (in approved plan). This expense will be budgeted in the Mental Health Budget (045200) in Professional Services (5265). No County General Funds.

**ATTACHMENTS:**

1. ICOE FY2021 Standard Contract No. 116
2. Insurance Specifications
3. Revised North Star Counseling Q4 Proposal 2021
4. ICOE Business Associate Agreement

**APPROVALS:**

Lucy Vincent	Created/Initiated - 3/3/2021
Darcy Ellis	Approved - 3/3/2021
Lucy Vincent	Approved - 3/4/2021
Marilyn Mann	Approved - 3/6/2021
Melissa Best-Baker	Approved - 3/8/2021
Marshall Rudolph	Approved - 3/8/2021
Amy Shepherd	Approved - 3/8/2021
Marilyn Mann	Final Approval - 3/8/2021

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Inyo County Office of Education  
**FOR THE PROVISION OF** Prevention Early Intervention (PEI) **SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Behavioral Health services of Inyo County Office of Education of Inyo County (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 4/1/2021 to 6/30/2021 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 Nineteen Thousand Three Hundred Forty Dollars

(\$ 19,340) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

#### **4. WORK SCHEDULE.**

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

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

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



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

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

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

## 7. COUNTY PROPERTY.

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

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

## 8. INSURANCE.

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

## 9. STATUS OF CONTRACTOR.

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

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

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

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

**10. DEFENSE AND INDEMNIFICATION.**

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

**11. RECORDS AND AUDIT.**

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

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

**12. NONDISCRIMINATION.**

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

**13. CANCELLATION.**

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

**14. ASSIGNMENT.**

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

**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

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

**17. CONFIDENTIALITY.**

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

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

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

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

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

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

**22. AMENDMENT.**

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

**23. NOTICE.**

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

County of Inyo	
<u>HHS-Behavioral Health</u>	Department
<u>162 J Grove Street</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor:	
<u>Inyo County Office of Education</u>	Name
<u>555 S. Clay Street</u>	Address
<u>Independence, CA 93514</u>	City and State

**24. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Inyo County Office of Education  
**FOR THE PROVISION OF** Prevention Early Intervention (PEI) **SERVICES**

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

**COUNTY OF INYO**

**CONTRACTOR**

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

By: DocuSigned by:  
Barry D. Simpson  
87240219E067404  
Signature

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

Barry D. Simpson  
\_\_\_\_\_  
Print or Type Name

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

Dated: 3/4/2021

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 Inyo County Office of Education  
FOR THE PROVISION OF Prevention Early Intervention Services (PEI) **SERVICES****

**TERM:**

**FROM:** 4/1/2021      **TO:** 6/30/2021

**SCOPE OF WORK:**

Please see attached scope of work.  
Contractor agrees to sign the HIPAA Business Associate Agreement herein attached.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Inyo County Office of Education

**FOR THE PROVISION OF** Prevention Early Intervention (PEI) **SERVICES**

**TERM:**

**FROM:** 4/1/2021 **TO:** 6/30/2021

**SCHEDULE OF FEES:**

Please see attached Proposal for Funding: North Star Counseling Services.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Inyo County Office of Education

**FOR THE PROVISION OF** Prevention Early Intervention (PEI) **SERVICES**

**TERM:**

**FROM:** 4/1/2021

**TO:** 6/30/2021

**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.

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## Inyo County Office of Education

166 Grandview Drive  
Bishop, CA 93514  
(760) 873-3262

# Proposal for Funding: North Star Counseling Services

## Quarter IV: April- June 2021

### OVERVIEW

North Star Counseling Center provides free school-based mental health and counseling services to students and families in Inyo County. Inyo County Office of Education and Inyo County Behavioral Health have worked in partnership to fund the center in an effort to provide Prevention and Early Intervention opportunities for our families and youth.

### GOALS

1. North Star Counseling Center will increase school-based mental health services by roughly 25% for the final quarter (April, May, June) of the 2020-21 school year.
2. North Star Counseling Center and Inyo County Office of Education will facilitate Youth Mental Health First Aid training sessions for 90 educators/community members through six training opportunities.
3. North Star will continue to facilitate activities to reduce the negative feelings, attitudes, and beliefs associated with mental illness for our youth in an effort to reduce the stigma associated with mental health illness.

### BUDGET SPECIFICATIONS

PEI Project	% of Proposal Budget	Estimated # served
School-Based Counseling	44%	14 new clients
YMHFA Trainings	47%	90 educators
Stigma Reduction/Suicide Prevention	9%	150 students (arts & Senate)

PEI Project #1	Description	Goals/Outcomes	Cost
<p><b>Early Intervention: School-Based Mental Health Counseling Program</b></p>	<p>School-based mental health counseling addresses the need of at-risk children, youth, and young adult populations and their families. School-based mental health counseling is a school based approach to providing focused counseling services to students seeking support or needing interventions for academics, behavior, and attendance often due to deeper concerns relating to substance abuse, mental health, or social issues. School-based counseling also serves as a process that connects programs and services within and across school and community systems to create a network of support to help students. North Star Counselors, Associates, and Trainees identify students in need of intervention, assess these students' specific needs, and provide them with support and referral to appropriate resources.</p> <p>The range of School-Based Counseling services typically includes the following:</p> <ul style="list-style-type: none"> <li>● Group Prevention Education</li> <li>● Individual and Group Counseling and Support Groups</li> <li>● School-Wide Awareness and Outreach Activities</li> <li>● Parent Programs (such as Triple P)</li> <li>● Referrals</li> <li>● School staff development</li> <li>● Resources</li> </ul>	<p>School-based mental health counseling is an Early Intervention activity to remove barriers to education so that a student may achieve socially, emotionally and academically. We would like to reduce behavioral and disciplinary violations and unhealthy/unsafe habits, and improve school attendance and academic performance.</p> <p>Outcomes for students</p> <ul style="list-style-type: none"> <li>● Reduction in school violence and behavioral incidents</li> <li>● Reduction in self-harm, poor self-image and suicidal ideation</li> <li>● Improvement in school attendance</li> <li>● Improvement in academics</li> </ul> <p>System/Community Improvements</p> <ul style="list-style-type: none"> <li>● Increase in PEI activities in schools</li> <li>● Increase in number of students and families identified as needing and receiving school-based mental health services</li> <li>● Increase in the number of underserved populations receiving services</li> <li>● Reduction in disparities in access to mental health services</li> <li>● Reduction in stigma associated with accessing mental health services</li> </ul>	<p>\$8,584</p>

## Proposed Activities for Expanded Services

### 1. Expanded School-Based Services

Counselor 1 (ACSW) will accept 8 new clients and/or families during the Quarter IV reporting period (2020-21 FY)

- \$55.00 (hourly rate) per session X 12 weeks = 96 sessions **(\$5280)**

Counselor 2 (MSW Trainee) will accept 6 new clients and/or families during the Quarter IV reporting period (2020-21 FY)

- \$ 32.00 (hourly rate) per session X 12 weeks = 72 sessions **(\$2304)**

### 2. Multi-disciplinary Team Meetings

Every other week, staff from multiple agencies in Inyo County (Behavioral Health, North Star, SELPA, Probation, FIRST, Kern Regional) meet to discuss families of concern and to assist with case management and referrals to appropriate agencies

- North Star Counseling Center facilitates these meetings
- Anticipate 5 meetings in April-June 2021 @ \$200.00 per meeting for both Counselors and Director to attend/facilitate **(\$1000)**

**Total amount requested for this activity: \$8584.00**

## Accountability and Reporting Data

1. **Pediatric Symptoms Checklist:** North Star Counselors will administer the [Pediatric Symptoms Checklist \(PSC\)](#) upon in-take of each new student/family to obtain a baseline of cognitive, emotional and behavioral problems. It will be administered as a progress monitoring screen at roughly six weeks into treatment and again at 12 weeks into treatment.
  - PSC data will be submitted to Inyo County Behavioral Health at the end of each month (April, May, June 2021)
2. **Demographic Data:** North Star Counselors will collect the requested demographic data for each client using the [PEI Demographic Data form](#) provided by Inyo County Behavioral Health
  - Demographic Data will be submitted at the end of each month (April, May, June 2021)

## Baseline of School-Based Mental Health Counseling

Counselor 1 (ACSW) currently has a caseload of 25 students/families. Eight additional clients will increase his caseload by 24 percent. Counselor 2 (MSW Trainee) currently has a caseload of 14 students/families. Six additional clients will increase by 30 percent.

PEI Project #2	Description	Goals/Outcomes	Cost
<p><b>Prevention: Youth Mental Health First Aid Trainings for School Staff and Community Partners</b></p>	<p>Youth Mental Health First Aid (YMHFA) is designed to teach parents, family members, caregivers, teachers, school staff, peers, neighbors, health and human service workers and other community members how to help an adolescent (age 12-18) who is experiencing a mental health or addictions challenge or is in crisis. YMHFA is designed for adults who regularly interact with young people. The course introduces common mental health challenges for youth, reviews typical adolescent development, and teaches a 5-step action plan for how to help young people in both crisis and non-crisis situations. Topics covered include anxiety, depression, substance use, disorders in which psychosis may occur, disruptive behavior disorders (including AD/HD), and eating disorders.</p>	<p>The goal of YMHFA is for educators and community members that work with adolescents to have a 5-step action plan in place for how to help young people in crisis and non-crisis situations until appropriate mental health care can be provided.</p> <p>Outcomes for students</p> <ul style="list-style-type: none"> <li>● Connecting students with proper mental health support</li> <li>● Reduction in self-harm, poor self-image and suicidal ideation</li> <li>● Improvement in school attendance</li> <li>● Improvement in academics</li> </ul> <p>System/Community Improvements</p> <ul style="list-style-type: none"> <li>● Improvement in making appropriate referrals to community agencies</li> <li>● Increase in number of students and families identified as needing and receiving school-based mental health services</li> <li>● Increase in the number of underserved populations receiving services</li> <li>● Reduction in disparities in access to mental health services</li> <li>● Reduction in stigma associated with accessing mental health services</li> </ul>	<p>\$9,000</p>

## Proposed Activity for Youth Mental Health First Aid Trainings for School Staff and Community Partners

1. Inyo County Office of Education in partnership with North Star Counseling Center will provide **six YMHFA training sessions** during Quarter IV.
  - Training will be offered to groups of 12-15 participants per training (an increase is possible if COVID-19 restrictions in our County are lifted). A total of 72- 90 educators and community members will be trained over this three month period.
  - This was an identified goal of Inyo County Behavioral Health from our previous grant agreement.
  - Each training will be eight hours in length and participants will earn a certification upon completion of the course.
  - Each training will cost \$1500 which covers the cost of two trainers (required) and the cost of materials. **\$1500 X6 = \$9000**

**Total amount requested for this activity: \$9000**

## Accountability and Reporting Data

1. **Demographic Data:** North Star Counselors will collect the requested demographic data for each trainee using the [PEI Demographic Data form](#) provided by Inyo County Behavioral Health
  - Data will be provided to Inyo County Behavioral Health at the end of each month (April, May, June 2021)
2. **Supporting documentation** from the trainings will include
  - Training advertisement flyers & where flyers were sent (agencies, districts)
  - Sign-up sheet (who RSVPed vs. who attended)
  - Provided at the end of each month (April, May, June 2021)

## Baseline of YMHFA Trainings

We do not currently have any Inyo County educators trained in YMHFA. Local school districts have asked for this training for their teachers and staff. It is unknown how many other agencies have trained in YMHFA but the assumption is that there are not many community members or agencies that have been trained as it was a target area for the last granting period between Behavioral Health and North Star Counseling Center.



PEI Project #3	Description	Goals/Outcomes	Cost
<p><b>Prevention: Stigma Reduction</b></p>	<p>Stigma reduction is a collection of direct activities to reduce negative feelings, attitudes, beliefs, perceptions, and stereotypes related to being diagnosed with a mental illness, having a mental illness, or to seeking mental health services and to increase acceptance, dignity, inclusion, and equity for individuals with mental illness, and members of their families.</p>	<p>The goal of Stigma Reduction interventions aim to reduce the public’s stigmatizing attitudes towards those with mental illness. For our adolescents we provide outreach opportunities to help reduce the stigma and the negative feelings towards mental health and in receiving help.</p> <p>Outcomes for students</p> <ul style="list-style-type: none"> <li>● Connecting students with proper mental health support</li> <li>● Reduction in poor self-image, shame, and suicidal ideation</li> <li>● Improvement in school attendance</li> <li>● Improvement in academics</li> </ul> <p>System/Community Improvements</p> <ul style="list-style-type: none"> <li>● Improvement in making appropriate referrals to community agencies</li> <li>● Increase in number of students and families identified as needing and receiving school-based mental health services</li> <li>● Increase in the number of underserved populations receiving services</li> <li>● Reduction in disparities in access to mental health services</li> <li>● Reduction in stigma associated with accessing mental health services</li> </ul>	<p>\$1,756</p>

## Proposed Activities for Stigma Reduction

- Lady Lead Arts Program:** North Star Counseling Center in partnership with Inyo Council for the Arts will work together to create an art therapy program for youth and adolescent females in Inyo County Schools. Art therapy uses the creative process, pieces of art created in therapy, and third-party artwork to help people develop self-awareness, explore emotions, address unresolved emotional conflicts, improve social skills, and raise self-esteem. Art therapy primarily aims to help individuals experiencing emotional and psychological challenges achieve personal well-being and improved levels of function.
  - Art therapy sessions will be offered to groups of 12-15 participants per training (an increase is possible if COVID-19 restrictions in our County are lifted).
  - One session per week in North County, one session per week in South County. Each session is two hours in length.
  - Each session is roughly \$32.00 per hour with a planned 48 hours (4 hours per week, 8 weeks) of Lady Leads Art therapy and outreach/prep. 32 hours of direct service \$1024 + 16 hours prep and follow up with students \$512 = **\$1536**
- BUHS Student Senate Outreach:** The purpose of this outreach is student led and asked. The Student Senate would like to help connect peers that are suffering with a mental health illness with appropriate services and to let their peers know they are there to support them.
  - Counselor 1 (ACSW) will meet with the Student Senate in four, one hour meetings to teach upper grade students how they can connect peers with resources and how they can support them when suffering with mental health needs.
  - \$55 per hour (ACSW rate) X 4 sessions = **\$220**

**Total amount requested for this activity: \$1756**

## Accountability and Reporting Data

- Demographic Data:** North Star Counselors will collect the requested demographic data for each attendee using the [PEI Demographic Data form](#) provided by Inyo County Behavioral Health
  - Data will be provided to Inyo County Behavioral Health monthly (April, May, June 2021)
- Supporting documentation** from the Lady Leads trainings will include (submitted monthly):
  - Training advertisement flyers & where flyers were sent (agencies, districts)
  - Sign-up sheet (who RSVPed vs. who attended)

## Baseline of Stigma Reduction

Stigma Reduction is an ongoing NSCC goal. We provide teacher training, YMHFA training, student outreach, collaborative meetings with administrators, educators and counselors, and programs such as Lady Lead, and mentoring. The Lady Lead art therapy program and the Student Senate Outreach are both new programs that the Center determined would fit the needs of the youth in our communities in an effort to provide information around supporting mental health.



## 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 Inyo County Office of Education, 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 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

Inyo County Office of Education

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

DocuSigned by:  
By: Barry D. Simpson  
87310219E957491...

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

Print Name: Barry D. Simpson

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

Title: Superintendent

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

Date: 3/4/2021



# County of Inyo



## Health & Human Services - Health/Prevention

### CONSENT - ACTION REQUIRED

**MEETING:** March 16, 2021

**FROM:** Anna Scott

**SUBJECT:** Amendment 1 to Agreement between Inyo County and Dwayne's Friendly Pharmacy

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**RECOMMENDED ACTION:**

Request Board approve Amendment No. 1 to the agreement between the County of Inyo and Dwayne's Friendly Pharmacy of Bishop, CA, extending the term end date from June 30, 2021 to June 30, 2022 and increasing the contract by \$125,000 for a total amount not to exceed \$775,000, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

In October 2016 Dwayne's Friendly Pharmacy was selected to provide pharmacy services locally as a result of a competitive process that solicited a Request for Proposals from interested and qualified agencies. Dwayne's entered into a five year contract with Inyo County HHS - Public Health to provide pharmaceutical services to the Inyo County Jail. Our current contract is expiring this fiscal year, however due to the incredible impact that Health and Human Services - Public Health continues to experience in response to the COVID-19 pandemic, we respectfully request that your Board approve a one year extension to the current agreement.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to deny this request which would result in further impact to our Public Health team as we would have to go through the RFP process to secure a new contract.

**OTHER AGENCY INVOLVEMENT:**

Inyo County Probation Department, Inyo County Sheriff's Department and Inyo County HHS Behavioral Health Division.

**FINANCING:**

Realignment. This contract is paid out of Health (045100) in Professional Services (5265) and CMH (045200) in Support & Care of Persons (5501). No County General Funds.

**ATTACHMENTS:**

1. FY1621 Dwayne's Contract

2. FY 2122 Dwayne's Amendment

**APPROVALS:**

Rhiannon Baker

Darcy Ellis

Anna Scott

Melissa Best-Baker

Marilyn Mann

Marshall Rudolph

Amy Shepherd

Marilyn Mann

Created/Initiated - 2/24/2021

Approved - 2/25/2021

Approved - 3/1/2021

Approved - 3/1/2021

Approved - 3/1/2021

Approved - 3/1/2021

Approved - 3/2/2021

Final Approval - 3/3/2021

# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

Health  
Dwayne's  
Fiscal  
File

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 13<sup>th</sup> day of September 2016 an order was duly made and entered as follows:

**HHS CONTRACT  
WITH DWAYNE'S  
PHARMACY**

Moved by Supervisor Tillemans and seconded by Supervisor Kingsley to approve the contract between the County of Inyo and Dwayne's Friendly Pharmacy for provision of pharmaceutical services in an amount not to exceed \$650,000 for the period of October 1, 2016 to June 30, 2021, contingent upon the adoption of future budgets; and authorize the Chairperson to sign. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 13<sup>th</sup>

Day of September, 2016

<b>Routing</b>
CC Purchasing Personnel Auditor CAO Other: HHS DATE: September 21, 2016



KEVIN D. CARUNCHIO  
Clerk of the Board of Supervisors

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

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND Dwayne's Friendly Pharmacy**  
**FOR THE PROVISION OF Pharmaceutical SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the pharmaceutical services of Dwayne's Friendly Pharmacy of Bishop (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 Anna Scott, whose title is: Deputy Director Public Health & Prevention. 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 October 1, 2016 to June 30, 2021 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 \$650,000. (six hundred fifty thousand dollars) \_\_\_\_\_ 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, ETC.**

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

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

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

**12. RECORDS AND AUDIT.**

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



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

**13. NONDISCRIMINATION.**

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

**14. CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor 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-four (24) 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-four (24) (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	Department
P.O. Drawer H	Street
Independence, CA 93526	City and State

Contractor:	
Dwayne's Friendly Pharmacy	Name
644 W. Line St.	Street
Bishop, CA 93514	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 Dwayne's Friendly Pharmacy  
FOR THE PROVISION OF Pharmaceutical SERVICES

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

COUNTY OF INYO

CONTRACTOR

By: 

By: Dwayne N. Wilson  
Signature

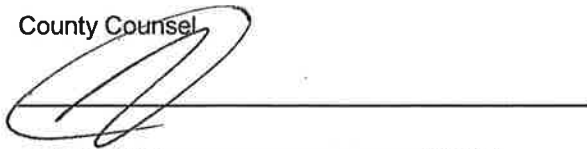
Dated: 7-13-16

DWAYNE N. WILSON  
Print or Type Name

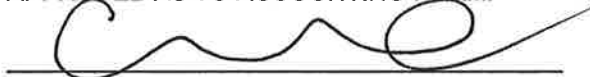
Dated: 7/15/16

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**  
Dwayne's Friendly Pharmacy

**AND** \_\_\_\_\_  
Pharmaceutical

**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**TERM:**

**FROM:** October 1, 2016 **TO:** June 30, 2021

**SCOPE OF WORK:**

CONTRACTOR shall:

- (1) Provide pharmaceutical services to Inyo County for patients in custody at the Inyo County Jail and Juvenile Facilities.
- (2) Provide annual inspections of the Inyo County Jail and Juvenile Facilities.
- (3) Monitor all patient medications for proper dosage, potential side effects, contraindicated medications and possible drug interactions.
- (4) Record patient allergies or drug sensitivities and properly monitor these records to ensure patient safety.
- (5) Insure the delivery system considers custody security issues.
- (6) Ensure proper conformance to all State, Federal, and local laws and mandates.
- (7) Follow the established procedure for providing weekly medications (week period starts Thursday to the following Wednesday):
  - a) The weekly request for the Inyo County Jail and Juvenile Facility will be submitted to the pharmacy via FAX, every Monday by 2:00 pm. The original written physician's medication order will be maintained in the inmate's chart.
  - b) The pharmacy shall prepare the medications and all prescriptions will be ready for pickup by Tuesday at 5:00 pm. Inyo County will be responsible for picking up medications from the pharmacy.
  - c) Each prescription shall be set up in a plastic medication dispenser identifying each day with 4 separate compartments, one compartment for each dose time, (the pharmacy will own and provide all of the medication dispensers). If an inmate is on more than 1 different medication at the same dose time, the appropriate compartment would hold the multiple medications and be placed in the designated day.
  - d) Each dispenser shall have a prescription label including the inmate name designated either printed in a larger font size from the rest of the label or in bold print. Each individual medication shall have a start and stop date designated on the label. The week period starts on a Thursday to the following Wednesday. It is the responsibility of the County to return all empty medication dispensers to the pharmacy.

Example:

MON MORN	TUES MORN	WED MORN	THURS MORN	FRIDAY MORN	SAT MORN	SUN MORN
NOON	NOON	NOON	NOON	NOON	NOON	NOON
EVE	EVE	EVE	EVE	EVE	EVE	EVE
BED	BED	BED	BED	BED	BED	BED

Illustration of medication dispenser

- e) For newly ordered medications needed in-between the usual ordering schedule, the County nursing staff and/or nursing contractor will contact the pharmacy via telephone and provide a telephone prescription order. The medications will be available at the start of the next working day, packaged and labeled in a medication dispenser and set up for the remainder of the week.
- f) A standard medication label will be provided to the County for each prescription with each filling of the weekly order.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**  
Dwayne's Friendly Pharmacy

**AND** \_\_\_\_\_  
Pharmceutical

**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**TERM:**  
October 1, 2016                      June 30, 2021  
**FROM:** \_\_\_\_\_                      **TO:** \_\_\_\_\_

**SCHEDULE OF FEES:**

The COUNTY shall pay for each prescription at the wholesale price plus \$3.50 for each prescription dispensed with a maximum of \$7.00 per inmate per week. One prescription is defined as 1 week's supply of each separate medication, regardless of the number of doses per day.

The COUNTY shall pay the CONTACTOR for emergency stock medications only as they are dispensed to inmates.

The COUNTY shall pay the CONTACTOR a fee of \$1,500.00 per month for services plus the cost of medications.

The contract amount shall not exceed \$130,000 per year for a total of \$650,000 for the five-year period.

**ATTACHMENT C**  
**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Dwayne's Friendly Pharmacy  
**FOR THE PROVISION OF** Pharmaceutical **SERVICES**

**TERM:**

**FROM:** October 1, 2016      **TO:** June 30, 2021

**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.

**AMENDMENT NUMBER \_\_\_\_\_ TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
\_\_\_\_\_  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and \_\_\_\_\_, of \_\_\_\_\_ (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated \_\_\_\_\_, on County of Inyo Standard Contract No. \_\_\_\_\_, for the term from \_\_\_\_\_ to \_\_\_\_\_.

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:

The effective date of this Amendment to the Agreement is \_\_\_\_\_.

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

**AMENDMENT NUMBER \_\_\_\_\_ TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND**

**FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

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

**COUNTY OF INYO**

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

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

**CONTRACTOR**

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

Signature

\_\_\_\_\_  
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



# County of Inyo



## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** March 16, 2021

**FROM:** Greg Waters

**SUBJECT:** Office Relocation Services for the New Consolidated Office Building

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**RECOMMENDED ACTION:**

Request Board: A) approve the expenditure of up to \$20,000 for temporary labor to facilitate the relocation of County staff from the existing Bishop offices to the new building at 1360 N. Main Street, Bishop; B) approve an agreement between the County of Inyo and a Sierra Employment Services provider of temporary labor in Bishop, CA in an amount not to exceed \$20,000 for a three-month period, commencing from the execution of the agreement and continuing to June 30, 2021; C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and D) approve the rental of one box van and hand trucks from U-Haul Bishop for approximately six weeks.

**SUMMARY/JUSTIFICATION:**

Inyo County is in the process of building a new office building at 1360 N Main Street to consolidate the staff members who work in several leased spaces around the Bishop area. The move process will need to be a continuous, steady-state operation, as staff members can only be relocated at the rate of a few per day to enable the IS Department to switch the users to the new servers and to enable a relatively uninterrupted level of public service. Due to these needs, public works believes it is in the best interest of Inyo County to utilize the services of Sierra Employment Services, provider of temporary labor. This will reduce the cost to the County as no per diem, lodging, or travel costs will be required, and it will keep the revenues within the confines of Inyo County. It will also allow for ease of scalability with respect to crew size.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to approve the service contract and the files, cabinets, and miscellaneous furniture would not be moved and the staff would be unable to occupy the new building, rent would continue at the existing leased locations, and the County would be paying rent in two locations.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

Consolidated Office Building Budget (011809-5265), Professional Services – 5265.

**ATTACHMENTS:**

1. Bid for Temp Svcs - Maint Help
2. Client Safety Partnership Letter
3. U-Haul Truck Quote One Week
4. COB Relocation Labor and Equipment Budget 3-10-2021
5. SES County staffing agreement 2021

**APPROVALS:**

Greg Waters	Created/Initiated - 3/9/2021
Darcy Ellis	Approved - 3/9/2021
Sue Dishion	Approved - 3/10/2021
Amy Shepherd	Approved - 3/11/2021
John Vallejo	Approved - 3/11/2021
Aaron Holmberg	Approved - 3/11/2021
Michael Errante	Final Approval - 3/11/2021

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308 W Line St. #15  
T: 760-924-0523 F: 760-923-8520  
www.SierraEmployment.com  
mms@SierraEmployment.com

# Sierra Employment Services, Inc.

February 18, 2021

Gregory Waters  
Inyo County  
224 N. Edwards St.  
Independence, CA 93526

Re: Bid for Services

Dear Gregory,

Thank you for the opportunity to provide a quote for our Temporary Staffing services. Sierra Employment Services provides flexible staffing solutions to fulfill your human resource needs, allowing you to focus on your core business. We can provide you with the help you need.

Our Temporary Staffing service option allows you to match staffing with business demands, employee vacations, extended leave or special projects. Help when you need it for as long as you need it. Our bill rates for Temporary General Laborers will be within the range below:

Job Title	EE Pay Rate	SES Bill Rate (Ck, Cash, ACH)
General Laborer 1	\$15	\$23.99/hr
General Laborer 2	\$17.50	\$27.95/hr
General Laborer 3	\$20	\$31.91/hr

This bill rate includes all wages, workers compensation, employer state and federal withholdings, unemployment insurance, garnishments, weekly payroll, benefits, CA sick pay, interviewing, hiring, disciplinary action and other HR duties. CA Overtime is invoiced at time and a half.

We also suggest that you background check all candidates. Our rates for that will start at \$45.00 and can increase per person depending on the number of specific counties and/or states that need to be checked.

These rates as quoted are good for 60 days unless withholding or workers compensation rates change.

If you have any questions, please don't hesitate to call.

Sincerely,

Meghan Stevens  
General Manager





# CLIENT SAFETY PARTNERSHIP LETTER

Dear Valued Client:

The cost of workers compensation insurance is increasing rapidly throughout the country. There are many factors contributing to these high costs, some of which we cannot directly control, but others we can - such as unnecessary injuries and lost time caused by carelessness or unsafe work environment. In compliance with guidelines to obtain the highest accreditation levels for our safety programs, we are implementing new safety guidelines to reduce some of the controllable costs. These savings will be recognized by all of our clients directly.

In an attempt to keep our rates as low as possible, provide you the best service possible, and provide a safe work environment for our employees and yours, we want to have a mutual understanding of safety and on-the-job injury procedures, practices, and philosophies:

- Our employees will only work on jobs for which they have been assigned and trained. Any variance must be reported to our office before work begins.
- Our employees will be oriented/trained in all safety, hazardous communication (MSDS Information, etc.) and operational instructions in the same manner as any employees or as required by our policies or law.
- A copy of an employee sign-in sheet for **safety meetings** including all Sierra Employment Services Inc. employees must be sent via fax or mail to Sierra Employment Services **A MINIMUM OF ONCE PER MONTH.**
- Sierra Employment Services Inc. employees will be required to wear all appropriate safety equipment. Hard hats and gloves are provided by Sierra Employment Services Inc., and all other necessary equipment must be provided for by the client if the employee does not own the proper equipment themselves.
- Our new safety policy requires that Sierra Employment Services Inc. **MUST BE NOTIFIED IMMEDIATELY** in the event of an accident or injury of one of our employees. Excluding emergencies, Sierra Employment Services Inc. must be contacted **BEFORE** an employee sees a doctor.
- Sierra Employment Services Inc. will coordinate appropriate medical treatment (unless it is an emergency) at a PPO or EPO (preferred or exclusive provider).
- The client will notify us in the event any of our employees act intoxicated or in a suspicious manner.
- A qualified representative of Sierra Employment Services Inc. will be allowed to obtain a report after an accident or injury to insure proper disposition of possible claims.

These areas of agreement are intended to insure a safe and productive partnership, reduce your liability to a minimum, and keep costs at a minimum for both parties.

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

SIERRA EMPLOYMENT SERVICES, INC.

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

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

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

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

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

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

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

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

**Please have anyone in a supervisory, foreman, or superintendent role complete this form.**



[Yes, We're Open! U-Haul is here to help. Learn More.](#)

The Furniture Pads have successfully been removed from your cart.













## Your Shopping Cart

;

### Equipment Rental

Guarantee your reservation, reserve now!

Price increased from \$39.95 to \$199.75.

	Description	Quantity	Price	Edit	Delete
	 This rental requires the use of your mobile device at the time of pickup.				
	<b>26' Truck</b> (In-Town)	1	<b>\$199.75</b> <b>CAD</b>		
	How this rate is calculated		Plus \$0.89/mile		
	<b>Preferred Pickup</b> 4/5/2021 at 8:00 AM 120 hour rental Roundup Self Storage				
	<b>Drop Off:</b> Same as pick up location.				
	<b>Drop Off: 4/10/2021</b>	<b>Drop Off:</b> 4/10/2021			
	<b>Damage Coverage</b> Safemove <sup>®</sup>	1	<b>\$70.00 CAD</b>		
<b>Rental Dollies/Pads</b>	Furniture Dolly	<input type="text" value="1"/> ▼	<b>\$35.00 CAD</b>		
	Appliance Dolly	<input type="text" value="0"/> ▼	<b>\$0.00 CAD</b>		
	Furniture Pads	<input type="text" value="0"/> ▼	<b>\$0.00 CAD</b>		

Price decreased from \$70.00 to \$35.00.

**Subtotal:**

**\$379.75 CAD**  
Plus 0.89/mile

Description	Quantity	Price	Edit	Delete
Utility Dolly	2	\$70.00 CAD		
Environmental Fee		\$5.00 CAD		
<b>Subtotal:</b>		<b>\$379.75 CAD</b> Plus 0.89/mile		

## Save Your Equipment Rental Quote!

- Rate is **guaranteed** for 48 hours!
- Reserve when you're ready.
- Includes Equipment and Rental Dollies/Pads only.
- Quote expires after rental date has passed and availability is not guaranteed.



**You have services in the cart that cannot be saved.**

It may be Moving Help, Moving Supplies or Ready-To-Go-Boxes. Please add these services back into your cart when placing your reservation.

Check Out

Save Equipment Quote

Save Equipment Quote



- [Sign In](#)
- [Create an Account](#)

Account Sign In

Mobile Phone Number or Email Address  Password [Forgot Password?](#)

Sign In

Account Sign In

First Name

Last Name

Phone Number

Email Address  Confirm Email Address  Password\*

Confirm Password

*\*Password must be at least 8 characters, contain a number, a lowercase and an uppercase character.*

Continue



Due Today:

**\$0.00 USD**

All rates are in US dollars and do not include sales tax or shipping unless otherwise noted.

*Apply discount code (Optional)*

Subtotal Due Today:  
\$0.00

Certificate / Discount Code

Due Today:  
\$0.00

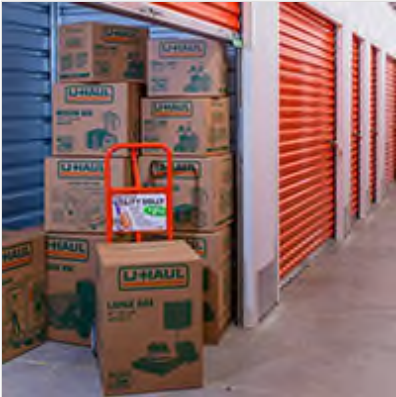
[Check Out](#)

### Equipment at Pick Up:

Equipment Rental  
\$379.75

plus \$0.89/mile

### Need extra space?



Climate control & 24-hour access available.

[Find Storage Locations](#)

**Let someone else do the work!**



Hire Moving Helpers®  
[Find Moving Helpers® in your area](#)

## Delete Cart Item

Are you sure you want to remove from your cart?



## Thank You!



Your quote was successfully saved.

Visit your [Account Dashboard](#) to see your saved quotes and complete your reservation.



▲ Back  
To Top

**Consolidated Office Building  
Relocation Services  
Summary of Estimated Costs  
As of 3/10/2021 5:16 PM**

<b>Temporary Labor and U-Haul Truck 240 Hours</b>				
<b>Resource</b>	<b>Quantity</b>	<b>Units</b>	<b>\$/Unit</b>	<b>Total</b>
U-Haul Truck Per Week	6	Weeks	\$379.75	\$2,278.50
U-Haul Truck Per Mile	240	Miles	\$0.89	\$213.60
Sierra Employment Laborer	480	Manhours	\$23.99	\$11,515.20
<b>Total Two Laborers and Truck</b>				<b>\$14,007.30</b>

## PRIMARY STAFFING VENDOR AGREEMENT

IT IS HEREBY AGREED by and between STAFFING FIRM (“STAFFING FIRM”), **Sierra Employment Services, Inc.** and **Inyo County, State of California** (“CLIENT”),

WHEREAS, STAFFING FIRM is engaged in the business of assigning its employees to perform services for clients, and providing related management and human resource services; and

WHEREAS, CLIENT desires to engage STAFFING FIRM to provide such services and to coordinate the provision of such services by other staffing firms (“SUBCONTRACTORS”) as may be necessary to meet CLIENT’s staffing needs;

NOW, THEREFORE, in consideration of the promises, and of the mutual covenants hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

### DEFINITIONS

1. For purposes of this Agreement, “CLIENT” refers to and includes the entity named above and its parents, subsidiaries, affiliates, and successors. This includes CLIENT’s facilities located within Inyo County limits.
2. For purposes of this Agreement, “STAFFING FIRM” refers to and means **Sierra Employment Services, Inc.** and its parents, subsidiaries, affiliates, and successors.

### DUTIES OF STAFFING FIRM

3. Primary Vendor: STAFFING FIRM shall provide to CLIENT the services of its employees or of STAFFING FIRM’s SUBCONTRACTORS’ employees (“Assigned Employees”) as requested by CLIENT. CLIENT shall use the services of STAFFING FIRM as a vendor provider of Assigned Employees for CLIENT. STAFFING FIRM shall manage the provision of services to CLIENT by STAFFING FIRM and its SUBCONTRACTORS in accordance with the provisions of this Agreement. Requests by CLIENT to STAFFING FIRM to perform under this Agreement may be made by the County Administrator or the Human Resource Manager only. Requests to STAFFING FIRM for work or services to be performed under this Agreement will be based upon CLIENT’s need for such services. This is a non-exclusive agreement for services, and CLIENT remains free to contract with other vendors of employees and staffing services should it so desire. CLIENT makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of STAFFING FIRM by CLIENT under this Agreement. By this Agreement CLIENT incurs no obligation or requirement to request from STAFFING FIRM the performance of any services or work at all, even if CLIENT should have some need for such services or work during the term of this Agreement.
4. Responsibilities of STAFFING FIRM: STAFFING FIRM agrees to assume full responsibility for paying, withholding, and transmitting payroll taxes; making unemployment contributions; and handling unemployment and workers’ compensation claims involving Assigned Employees with respect to compensation that STAFFING FIRM has agreed to pay, and to require by written contract that its SUBCONTRACTORS agree to comply with these responsibilities for all Assigned Employees they provide. Assigned Employees shall not be entitled to holidays, vacations, disability, insurance, pensions or retirement plans, or any other benefits offered or provided by

CLIENT to its direct employees. STAFFING FIRM shall require all Assigned Employees to sign an agreement, annexed hereto as Exhibit A, acknowledging their understanding that they are not entitled to CLIENT benefits offered to its direct employees and waiving any right that may be deemed to exist or that may come into existence with respect to such benefits.

5. Client Executive: STAFFING FIRM shall designate and provide at no charge to CLIENT a STAFFING FIRM official to serve as liaison with CLIENT in overseeing the implementation of this Agreement.

6. Intentionally left blank.

7. Selection and Background Checks: STAFFING FIRM shall recruit, interview, and skills test, screen, and ensure compliance with legally required pre-employment obligations and require by written contract all of its SUBCONTRACTORS to do the same for all Assigned Employees to be assigned to CLIENT's facilities prior to their assignment at CLIENT.

8. Other Background Checks: Possible other checks include criminal conviction record, education, drug testing, credit searches, etc. Such additional checks will be done when mutually agreed upon by CLIENT and STAFFING FIRM, but CLIENT understands that such checks will be billed at a cost to the CLIENT.

9. Industry-specific Checks: Possibilities include security clearances, license/permit verifications, fingerprinting for financial services positions, etc. Such additional checks will be done when mutually agreed upon by CLIENT and STAFFING FIRM, but CLIENT understands that such checks will be billed at a cost to the CLIENT.

10. Reports: STAFFING FIRM shall produce such reports as CLIENT may reasonably request pertaining to Assigned Employees. STAFFING FIRM shall furnish to CLIENT any other reports in such formats and at such intervals as CLIENT may reasonably request.

11. Coordinated Billing: STAFFING FIRM shall coordinate all billing from and payments to any SUBCONTRACTORS and CLIENT shall receive one invoice for each period in which services are provided.

12. Subcontractors: STAFFING FIRM will evaluate CLIENT's staffing needs and STAFFING FIRM's ability to meet those needs. If STAFFING FIRM determines that additional sources of Assigned Employees are needed, then STAFFING FIRM shall identify, screen, and select appropriate SUBCONTRACTOR(s) to provide such Assigned Employees. Such SUBCONTRACTOR shall execute an agreement [to be negotiated between the Primary Vendor and the SUBCONTRACTOR] prior to providing any Assigned Employees to CLIENT.

13. Workers' Compensation.

STAFFING FIRM shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage, not less than \$ 1,000,000 per occurrence, for all Assigned Employees engaged in services or operations under this Agreement. CLIENT, its agents, officers and employees shall be named as additional insured.

14. Insurance.

A. General Liability. STAFFING FIRM shall procure and maintain, during the entire term of this Agreement, a policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by STAFFING FIRM and its Assigned Employees under this Agreement. Such policy shall provide limits of not less than \$1,000,000.00 combined single limit (CSL) per occurrence. Such policy will not exclude or except from coverage any of the services and work required to be performed by STAFFING FIRM under this Agreement. The required policy of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this agreement, STAFFING FIRM shall provide the County:

- (1) A certificate of insurance evidencing the coverage required;
- (2) an additional insured endorsement applying to CLIENT, its agents, officers and employees; and
- (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to CLIENT.

DUTIES OF CLIENT

15. Payment for Services:

A. Compensation. CLIENT shall pay STAFFING FIRM in accordance with the STAFFING FIRM's then-prevailing hourly rates for the services and work which are performed by STAFFING FIRM at CLIENT's request. Said rates shall be disclosed to CLIENT, and mutually agreed upon, on or about the time CLIENT requests services but prior to any work being performed under this Agreement. STAFFING FIRM shall notify CLIENT in advance of any change in the quoted rate for a specific Assigned Employee who is performing services, and obtain CLIENT's prior approval to the changed rate before providing continued services with that Employee. CLIENT's signature on STAFFING FIRM's or SUBCONTRACTOR's timesheets certifies that the hours shown are correct and that the work was performed to CLIENT's satisfaction and authorizes STAFFING FIRM to bill CLIENT for the hours worked by the named Assigned Employee.

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

C. No Additional Consideration. Except as expressly provided in this Agreement, STAFFING FIRM and its Assigned Employees, officers, subcontractors, successors, and assigns shall not be entitled to, nor receive, from CLIENT, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, STAFFING FIRM and its Assigned Employees, officers, subcontractors, successors, and assigns shall not be entitled, by virtue of this Agreement, to consideration in the form of 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. Billing and Payment. STAFFING FIRM shall submit to CLIENT, once a week, an itemized invoice of all services and work that were completed at CLIENT's request. This statement will identify the date on which the services and work were performed and describe the nature of the services and work that were performed on each day. Upon receipt of the invoice, CLIENT shall make payment to STAFFING FIRM. CLIENT acknowledges that a finance charge of no less than 1.5% per month will be charged for invoices over 30 days past due. CLIENT agrees that any litigation arising from the extension of credit shall be conducted in Inyo County, California, which shall have jurisdiction over any such legal proceedings.

E. Federal and State Taxes.

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

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

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

17. Conversion Fees:

STAFFING FIRM (and all SUBCONTRACTORS in their written agreements with STAFFING FIRM) shall waive its right or claim to any placement fee, conversion fee, or liquidated damages in the event CLIENT hires directly on to its own payroll or engages as an independent contractor any Assigned Employee at any time after such Assigned Employee has worked at CLIENT's facility for at least 520 hours in any 6 month period, provided that CLIENT has paid to STAFFING FIRM all invoiced amounts for such Assigned Employee. In the event that CLIENT hires or engages as an independent contractor any Assigned Employee prior to such 520 hour period, STAFFING FIRM shall receive a placement fee in the amount of 10% of the Assigned Employee's annualized compensation for every Assigned Employee CLIENT hires directly on to its own payroll or engages as an independent contractor.

18. No Payroll Transfer: CLIENT agrees not to directly or indirectly cause or permit any Assigned Employee assigned to CLIENT by STAFFING FIRM or SUBCONTRACTOR pursuant to this Agreement to transfer to another entity's payroll, or to perform services for CLIENT while on the payroll of any person or firm other than STAFFING FIRM or SUBCONTRACTOR during the term of this Agreement and for a period of 12 months after such Assigned Employee's assignment at CLIENT ends. If CLIENT violates this paragraph, then CLIENT shall pay to STAFFING FIRM a fee in the amount of 10% of the Assigned Employee's annualized compensation, or \$1500.00, whichever figure is higher.

19. No Staff Hires: CLIENT and STAFFING FIRM agree not to directly or indirectly employ or engage as an independent contractor any staff employee of the other party during the term of this Agreement and for a period of 6 months thereafter without the prior written consent of the other party. Any party violating this paragraph shall pay to the other party a fee in the amount of 10% of the employee's annualized compensation.

20. Limitations:

a. CLIENT agrees that it will not entrust Assigned Employees with cash, checks, credit cards, merchandise, negotiable instruments, or other valuables without the express prior written permission of STAFFING FIRM and/or SUBCONTRACTOR and then only under STAFFING FIRM's or SUBCONTRACTOR's direct supervision and control. The term "valuables" does not include any office equipment, including but not limited to computers, calculators, desk sets, typewriters, phones, fax machines, copiers, televisions, radios, cameras, or other audio-video equipment found in offices or conference rooms, regardless of whether owned by CLIENT or by its officers, agents, or employees.

b. CLIENT will not request or permit any Assigned Employee to use any vehicle or operate machinery regardless of ownership, in connection with the performance of services for CLIENT. These restrictions may be waived only if such waiver is obtained in writing from the President/CEO of the STAFFING FIRM.

c. CLIENT agrees that Assigned Employees will only work on jobs for which they were hired and trained. Any variances must be reported to STAFFING FIRM.

d. CLIENT agrees to notify STAFFING FIRM immediately if an Assigned Employee has an unexcused absence, is tardy, insubordinate, dishonest, or uncooperative, threatens or engages in violence, leaves work without permission, violates company rules of conduct or safety, destroys company property, reports to work under the influence of drugs or alcohol or is acting in an intoxicated or suspicious manner or any other reason the CLIENT feels Assigned Employee is inappropriate.

## NO GUARANTEE OF RATES

21. As discussed above, CLIENT will pay STAFFING FIRM's then prevailing rates for services, at the time a request for services is made, and CLIENT understands that said rates may change from time to time during this Agreement. Notwithstanding, once STAFFING FIRM has quoted a specific rate to CLIENT for a particular staffing service, that rate shall apply to the services unless and until STAFFING FIRM has provided CLIENT with advance notice of any change in said rate, such that CLIENT may decide whether to discontinue services in light of the changed rate before services are actually rendered.

## INDEPENDENT CONTRACTOR

22. The services which STAFFING FIRM and its SUBCONTRACTORS shall render under this Agreement shall be as an independent contractor with respect to each other and to CLIENT. Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, or employer and employee, between STAFFING FIRM and CLIENT, or any SUBCONTRACTOR and CLIENT.

23. STAFFING FIRM and SUBCONTRACTORS shall provide workers' compensation insurance coverage for Assigned Employees (except that STAFFING FIRM's workers' compensation liability may be limited in certain cases as provided in paragraphs 20b. and 47f.). The parties agree to immediately notify each other of any injury or accidents or any claim for workers' compensation benefits involving Assigned Employees assigned to CLIENT's facility. Excluding emergencies, STAFFING FIRM must be contacted before an Assigned Employee sees a doctor. CLIENT understands that STAFFING FIRM will coordinate appropriate treatment (unless it is an emergency) at a Preferred or Exclusive Provider. CLIENT understands that a qualified representative of STAFFING FIRM will be allowed to obtain a report after an accident or injury to insure proper disposition of possible claims.

## OSHA COMPLIANCE

24. Because CLIENT controls the facilities in which Assigned Employees work, it is agreed that CLIENT is primarily responsible for compliance with the Occupational Safety and Health Act and comparable federal, state laws and regulations thereunder, to the extent those laws apply to Assigned Employees assigned to CLIENT's workplaces owned, leased or supervised by CLIENT and to which STAFFING FIRM's Assigned Employee are requested to work, except as may be otherwise agreed in writing signed by the parties hereto. CLIENT also agrees to provide safety equipment, protective clothing and other health and safety devices necessary or required by law, or used by CLIENT's employees in the performance of similar work.

## EEO COMPLIANCE

25. CLIENT and STAFFING FIRM affirm and agree that they are equal employment opportunity employers and are in full compliance with any and all applicable anti-discrimination laws, rules, and regulations. CLIENT and STAFFING FIRM agree not to harass, discriminate against, or retaliate against any employee of the other because of his or her race, national origin, age, sex, religion, disability, marital status, or other category protected by law; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation. In the event of any complaint of unlawful discrimination, harassment, or retaliation by any Assigned Employee, CLIENT and STAFFING FIRM agree to cooperate in the prompt investigation and resolution of such complaint.

## FMLA COMPLIANCE

26. CLIENT and STAFFING FIRM agree that for purposes of all statutory and regulatory requirements for employee leaves of absence, including but not limited to the Family and Medical Leave Act, the California Family Rights Act, the Pregnancy Disability Law, and any similar state or local law, CLIENT shall cooperate in STAFFING FIRM's compliance with any such requirements. In no event shall this section be construed as assigning or transferring to CLIENT any legal responsibility for STAFFING FIRM's compliance with such laws.

## RIGHT TO AUDIT AND CONFIRM COMPLIANCE

27. Upon reasonable written notice to STAFFING FIRM, CLIENT may inspect STAFFING FIRM's records to verify STAFFING FIRM's compliance with this Agreement.

## CONFIDENTIALITY

28. CLIENT's Confidential Information: STAFFING FIRM acknowledges that it or its Assigned Employees may be given access to or acquire information which is proprietary to or confidential to CLIENT or its affiliated companies and their clients and customers. Any and all such information obtained by STAFFING FIRM shall be deemed to be confidential and proprietary information. STAFFING FIRM agrees to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purposes whatsoever other than the providing of services to CLIENT. STAFFING FIRM agrees to direct Assigned Employees to keep such information confidential, and to require Assigned Employees to enter into Confidentiality Agreements in the form annexed hereto as Exhibit B before being assigned to CLIENT.

29. STAFFING FIRM's Confidential Information: CLIENT acknowledges that during STAFFING FIRM's performance under this Agreement, CLIENT may be given access to or acquire Confidential Information of STAFFING FIRM (as defined below), all of which provides STAFFING FIRM with a competitive advantage and none of which is readily available. CLIENT agrees that during the term of this Agreement and any time thereafter it will not use or disclose to any person or company soliciting or requesting information from the CLIENT as a public record under the California Public Records Act (except under the authority of STAFFING FIRM or if ordered to do so by a Court of competent jurisdiction) any Confidential Information obtained during the term of this Agreement for any reason or purpose. CLIENT also agrees that it will use due care and diligence to prevent any unauthorized use or disclosure of such information as a public record under the Public Records Act. As used herein, STAFFING FIRM's "Confidential Information" means: all information regarding STAFFING FIRM's Assigned and Staff Employees, including but not limited to their names, home addresses, telephone numbers, skills, qualifications, evaluations, availability, record of assignments, and related information. The intention of this section is to prevent third parties, including but not limited to other vendors of staffing services, from obtaining information about Assigned Employees from CLIENT for purposes of "poaching" STAFFING FIRM's Assigned Employees or otherwise obtaining a competitive advantage over STAFFING FIRM. This section is not intended to affect or prevent any disclosures of information related to Assigned Employees as can and will occur in the ordinary course of an Assigned Employee's services to CLIENT, nor shall it apply to any disclosure or report that CLIENT is legally required to make.

## ASSIGNMENT OF COPYRIGHTS AND PATENTS TO CLIENT

30. Any and all discoveries and/or inventions (which shall include improvements and modifications) relating to work performed by Assigned Employees, or relating to matters disclosed to Assigned Employees in connection with work to be performed, or suggested by such matters, whether or not patentable, which discoveries and/or inventions are made or conceived by Assigned Employees, solely or jointly with others, during the term of any assignment (regardless of whether conceived or developed during working hours) or during a period of one (1) year thereafter, shall be the property of CLIENT as "work made for hire" to the extent provided by sections 101 and 201(b) of the Copyright Act, 17 U.S.C. 101 *et seq.*, and such discoveries and/or inventions shall be promptly disclosed to CLIENT. CLIENT shall have the right to file and prosecute, at its own expense, all patent applications, whether U.S. or foreign, on said discoveries and/or inventions. Assigned Employees shall, during any assignment with CLIENT or any time thereafter, provide to CLIENT all documents, information, and assistance requested for the filing or prosecution of any such patent application, for the preparation, prosecution, or defense of any legal action or

application pertaining to such discoveries and/or inventions and for the assignment or conveyance to CLIENT of all right, title, and interest in and to such discoveries and/or inventions, patent applications, and letters patent issuing thereon. All Assigned Employees shall sign an agreement, attached hereto as Exhibit C, confirming the provisions contained in this paragraph 30.

COOPERATION

31. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings which may be brought by or involve any of the Assigned Employees.

TERM AND TERMINATION

32. a. Unless sooner terminated, the term of this Agreement shall be from the date it is signed by both parties until June 30th, 2021.

b. This Agreement may be terminated without cause by either party upon 14 days' written notice to the other party. Such notice shall be personally delivered or sent by recognized overnight courier or by certified mail, return receipt requested, and shall be effective when received as follows:

As to STAFFING FIRM:

As to CLIENT:

Name: Meghan Stevens  
Title: CEO/President  
Company: Sierra Employment Services, Inc.  
Address: P.O. Box 362,  
Mammoth Lakes, CA 93564

Name: \_\_\_\_\_  
Title: County Administrative Officer  
Company: Inyo County  
Address: P.O. Box N  
Independence, CA 93526

With a copy to:

With a copy to:

c. Either party may designate a different person to whom notices should be sent at any time by notifying the other party in writing in accordance with this Agreement.

d. Notwithstanding any other provision of this Agreement, in the event the other party declares or becomes bankrupt or insolvent, dissolves or discontinues operations, or fails to make any payments within the time periods specified in this Agreement, either party may terminate this agreement upon 48 hours' written notice.

33. Notwithstanding any other provision of this Agreement, if CLIENT terminates this Agreement or notifies STAFFING FIRM of its intent to terminate this Agreement, and CLIENT desires to have all or some of the Assigned Employees continue to work at CLIENT's facilities, CLIENT shall have the following options:

a. To pay STAFFING FIRM as a conversion fee (1) of 10% of the Assigned Employee's annualized compensation or for each such Assigned Employee then assigned to CLIENT (or who was assigned to CLIENT during the preceding 520 hours) who is engaged by

CLIENT as an independent contractor or hired directly by CLIENT, and (2) 10% of the Assigned Employee's annualized compensation for each such Assigned Employee who is transferred to or placed on the payroll of any other firm or person and who continues to perform services for CLIENT or at CLIENT's facility; or

b. To continue to pay STAFFING FIRM for such Assigned Employee's services at STAFFING FIRM's billing rate in effect at the time of the termination of the Agreement for any services performed by such Assigned Employee for a one-year period following the cancellation of this Agreement.

34. In the event that paragraph 33 is triggered due to CLIENT's termination of the Agreement and desire to have all or some of the Assigned Employees continue to work at CLIENT's facilities, CLIENT shall notify STAFFING FIRM which of the options in paragraph 33 it elects, in writing, at least no more than five (5) days prior to the date it intends to terminate this Agreement and to make such payments as may be required as soon as practicable thereafter, but in no event less than ten (10) days from the date the Agreement is terminated. If CLIENT does not make the election within such five-day (5-day) period, paragraph 33(a) will apply.

## MISCELLANEOUS

35. **Survival of Certain Provisions:** Those provisions of this Agreement which by their terms extend beyond the termination or non-renewal of this Agreement shall remain in full force and effect and survive such termination or non-renewal.

36. **Amendments:** No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing signed by the parties.

37. **Severability:** Each provision of this Agreement shall be considered severable such that if any one provision or clause conflicts with existing or future applicable law, or may not be given full effect because of such law, this shall not affect any other provision which can be given effect without the conflicting provision or clause.

38. **Complete Agreement:** This Agreement, the exhibits attached hereto, and the provisions on the STAFFING FIRM Timesheet Agreement, contain the entire understanding between the parties hereto, and supersede all prior agreements and understandings relating to the subject matter hereof.

39. **Successors and Assigns:** The provisions of this Agreement shall inure to the benefit of and be binding upon the parties and their respective representatives, successors, and assigns.

40. **Headings:** The headings of the paragraphs of this Agreement are inserted solely for the convenience of reference. They shall in no way define, limit, extend, or aid in the construction of the scope, extent, or intent of this Agreement.

41. **Waiver:** The failure of a party to enforce the provisions of this Agreement shall not be construed as a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.

42. Transferability: Neither party shall transfer or assign this Agreement without the written consent of the other party.

43. Ambiguities: The rule of construction that ambiguities in an agreement are to be construed against the drafter shall not be invoked or applied in any dispute regarding the meaning or interpretation of any provision of this Agreement.

## REMEDIES

44. This Agreement shall not affect or alter either party's rights to seek legal or equitable relief, including but not limited to injunctive relief or specific performance, in the event of a breach or threatened breach by the other party.

45. Intentionally left blank.

46. Indemnifications:

a. STAFFING FIRM shall defend, indemnify, and hold harmless CLIENT, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by STAFFING FIRM, or STAFFING FIRM's agents, officers, or employees. STAFFING FIRM's obligation to defend, indemnify, and hold CLIENT, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. STAFFING FIRM's obligation under this provision extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of STAFFING FIRM, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable. STAFFING FIRM's obligation under this provision also extends to any claim asserted against CLIENT by an Assigned Employee for benefits, damages, contributions, or penalties under any employee benefit plan, including but not limited to the California Public Employees Retirement System (CalPERS), fringe benefit plan, or personnel policy sponsored and maintained by CLIENT, whether or not such plans exclude Assigned Employees from coverage and whether or not Assigned Employees are ever found to constitute common-law employees of CLIENT.

STAFFING FIRM's obligation to defend, indemnify, and hold CLIENT, its agents, officers, and employees harmless under this section is not limited to, or restricted by, any requirement in this Agreement for STAFFING FIRM to procure and maintain a policy of insurance .

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

c. The parties agree that this paragraph 46 is the complete agreement between them with respect to any possible indemnification claim, and waive their right to assert any common-law indemnification or contribution claim against the other. In the event that CLIENT and STAFFING FIRM are adjudged to be both partially at fault in any proceeding giving rise to an award of actual

damages by a third party against both of them, CLIENT and STAFFING FIRM agree to bear responsibility for the resulting damages equal to their respective proportionate share of fault.

d. As a condition precedent to indemnification hereunder, the parties each agree to inform the other within 2 business days of its receipt of any claim, demand, or notice for which indemnification hereunder may be sought, and to cooperate in the investigation and defense of any such claim, demand, or notice.

47. Disclaimer of STAFFING FIRM Liability: STAFFING FIRM expressly disclaims liability for any claim, loss, or liability of any kind whatsoever resulting from:

a. CLIENT's failure to supervise, control, or safeguard premises, processes, or systems; or, without STAFFING FIRM's express prior written approval, entrusting Assigned Employees with cash, checks, credit cards, merchandise, negotiable instruments, or other valuables. The term "valuables" shall not include any office equipment, including but not limited to computers, calculators, desk sets, typewriters, phones, fax machines, copiers, televisions, radios, cameras, or other audio-video equipment found in offices or conference rooms, regardless of whether owned by CLIENT or by its officers, agents, or employees.

b. CLIENT requesting or permitting Assigned Employees to use any vehicle, regardless of ownership, in connection with the performance of services for CLIENT unless STAFFING FIRM has given its express prior approval in writing.

c. Promises of increased compensation made by CLIENT to Assigned Employees.

d. Claims by any person relating to any CLIENT product or service.

e. CLIENT's making substantial changes in the Assigned Employee's job duties or risks without STAFFING FIRM's prior written approval.

f. Claims by any person based on allegations that CLIENT's business activities damaged the environment.

g. The conduct of CLIENT's officers, employees, and agents.

h. Failure by CLIENT to provide Assigned Employees with a safe worksite or to provide information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the worksite, whether or not required by law.



48. Choice of Law: This agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to any conflicts of law principles thereof.

IN WITNESS WHEREOF, this Agreement has been duly executed by STAFFING FIRM and CLIENT on the dates set forth below.

**CLIENT**

**STAFFING FIRM**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

EXHIBIT A

**BENEFITS AGREEMENT AND WAIVER**

In consideration of my assignment to any CLIENT by Sierra Employment Services, Inc. (STAFFING FIRM), I agree that I am solely an employee of STAFFING FIRM for benefits plan purposes and that I am eligible only for such benefits as STAFFING FIRM may offer to its employees. I further understand and agree that I am not eligible for or entitled to participate in any benefit plan offered by CLIENT, its parents, affiliates, subsidiaries, or successors to any of its direct employees, regardless of the length of my assignment to CLIENT by STAFFING FIRM and regardless of whether I am held to be a common-law employee of CLIENT for any purpose, and therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have, now or in the future, to such benefits and agree not to make any claim for such benefits. I understand and agree that CLIENT is a third-party beneficiary of this Agreement and may fully enforce the Agreement's terms against me.

**ASSIGNED EMPLOYEE**

**STAFFING FIRM**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

EXHIBIT B

**ASSIGNED EMPLOYEE CONFIDENTIALITY AGREEMENT**

As a condition of my assignment by Sierra Employment Services, Inc. to any CLIENT, I hereby acknowledge and agree as follows:

I will not use, disclose, or in any way reveal or disseminate to unauthorized parties any information I gain through contact with materials or documents that are made available through my assignment at CLIENT or that I learn about during such assignment.

I will not disclose or in any way reveal or disseminate any information pertaining to CLIENT or its operating methods and procedures that come to my attention as a result of this assignment.

Under no circumstances shall I remove copies or documents from the premises of CLIENT.

I understand that I shall be responsible for any direct or consequential damages resulting from any violation of this agreement.

I understand and agree that CLIENT is a third-party beneficiary of this Agreement and may fully enforce the Agreement's terms against me.

The obligations of this Agreement shall survive my employment by Sierra Employment Services, Inc.

**Assigned Employee**

**Witness**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

EXHIBIT C

ASSIGNMENT OF COPYRIGHT AND PATENTS

In connection with my assignment to provide services to CLIENT, I agree that any and all discoveries and/or inventions (which shall include improvements and modifications) relating to work I perform while providing services to CLIENT, or relating to matters disclosed to me by CLIENT in connection with work to be performed, or suggested by such matters, whether or not patentable, which discoveries and/or inventions are made or conceived by me, solely or jointly with others, during the term of my assignment (regardless of whether conceived or developed during work hours) or during a period of one (1) year thereafter, shall be the property of CLIENT as "work made for hire" to the extent provided by sections 101 and 201(b) of the Copyright Act, 17 U.S.C. 101 *et seq.*, and such discoveries and/or inventions shall be promptly disclosed to CLIENT. CLIENT shall have the right to file and prosecute, at its own expense, all patent applications, whether U.S. or foreign on said discoveries and/or inventions. I shall, during any assignment to CLIENT or at any time thereafter, provide to CLIENT all documents, information, and assistance requested for the filing or prosecution of any such patent application, for the preparation, prosecution, or defense of any legal action or application pertaining to such discoveries and/or inventions and for the assignment or conveyance to CLIENT of all right, title, and interest in and to such discoveries and/or inventions, patent applications, and letters patent issuing thereon. I understand and agree that CLIENT is a third-party beneficiary of this Agreement and may fully enforce the Agreement's terms against me.

**Assigned Employee**

**Witness**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# County of Inyo



## County Administrator - Museum

### DEPARTMENTAL - NO ACTION REQUIRED

**MEETING:** March 16, 2021

**FROM:** Jon Klusmire

**SUBJECT:** Presentation Regarding the Phase II track extension at the Eastern California Museum

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**RECOMMENDED ACTION:**

Request Board receive a presentation on the planned Track Extension Project at the Eastern California Museum.

**SUMMARY/JUSTIFICATION:**

The Carson and Colorado Railway Company has worked for decades to restore and renovate the Southern Pacific #18 narrow gauge steam locomotive. More recently the group has partnered with Inyo County (which owns the locomotive) and the Eastern California Museum to house the locomotive at the museum and operate the locomotive during special events that draw hundreds of visitors to the museum.

Placing the Larry Peckham Engine House on the museum grounds and installation of several short stretches of track was approved by the Board of Supervisors in 2016. That approval included a second phase track extension that will take the track further into the museum grounds, ending near the museum building. Besides the county approval of the work, the Los Angeles Department of Water and Power (the landowner) has approved the construction of the new stretch of track.

This presentation is a brief review of Carson and Colorado's work on the locomotive and an update on the plans for the new track. The track work will begin when the volunteer crew can be assembled (volunteers come from California, Nevada and Colorado) and when various state and local Covid-19 restrictions and limitations allow.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

The Board approved the initial MOU with Carson and Colorado Railway allowing the group to work on #18 in 2014, which also provide for the eventual move of the locomotive to the museum grounds. On June 7, 2016, the Board approved the General Plan Amendment and Zone Reclassification for the Museum parcel. That approval and its CEQA review included the construction of the Engine House and the track extension being presented today. The latest agreement between the county and the Carson and Colorado Railway in which the county owned locomotive was leased to the Carson and Colorado group so it could continue to maintain and operate the locomotive, was approved on April 27, 2017.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to hear the presentation but this is not recommended.

**OTHER AGENCY INVOLVEMENT:**

None

**FINANCING:**

N/A

**ATTACHMENTS:**

1. BOS 3-16-21 Carson & Colorado Track Phase 2

**APPROVALS:**

Jon Klusmire	Created/Initiated - 3/4/2021
Darcy Ellis	Approved - 3/4/2021
Jon Klusmire	Approved - 3/9/2021
Sue Dishion	Approved - 3/10/2021
Leslie Chapman	Final Approval - 3/11/2021

# The Carson & Colorado Railway Brings Steam Back to the Owens Valley

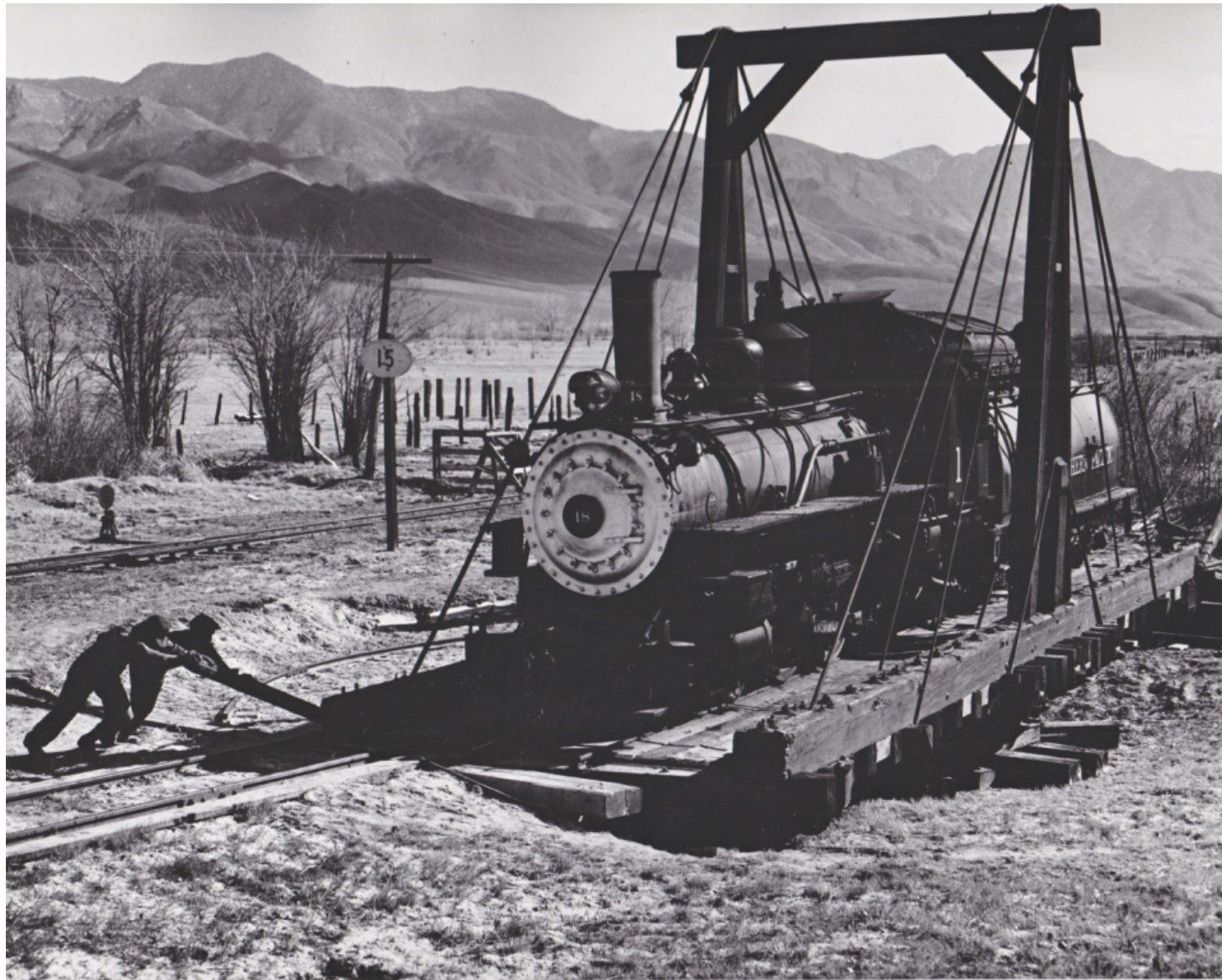


# Southern Pacific #18 in her prime





# The Owens Valley run starts at Laws



# Zurich



# Aberdeen



# Kearsarge



# Manzanar



# Owenyo Station and Yard



# Owenyo Transfer Trestle



# Two Icons: Mt. Whitney and #18





# Keeler Freight Yard



# Keeler Station



# 1954, one last ride then off to ...



TOMM 5



A new home in ...



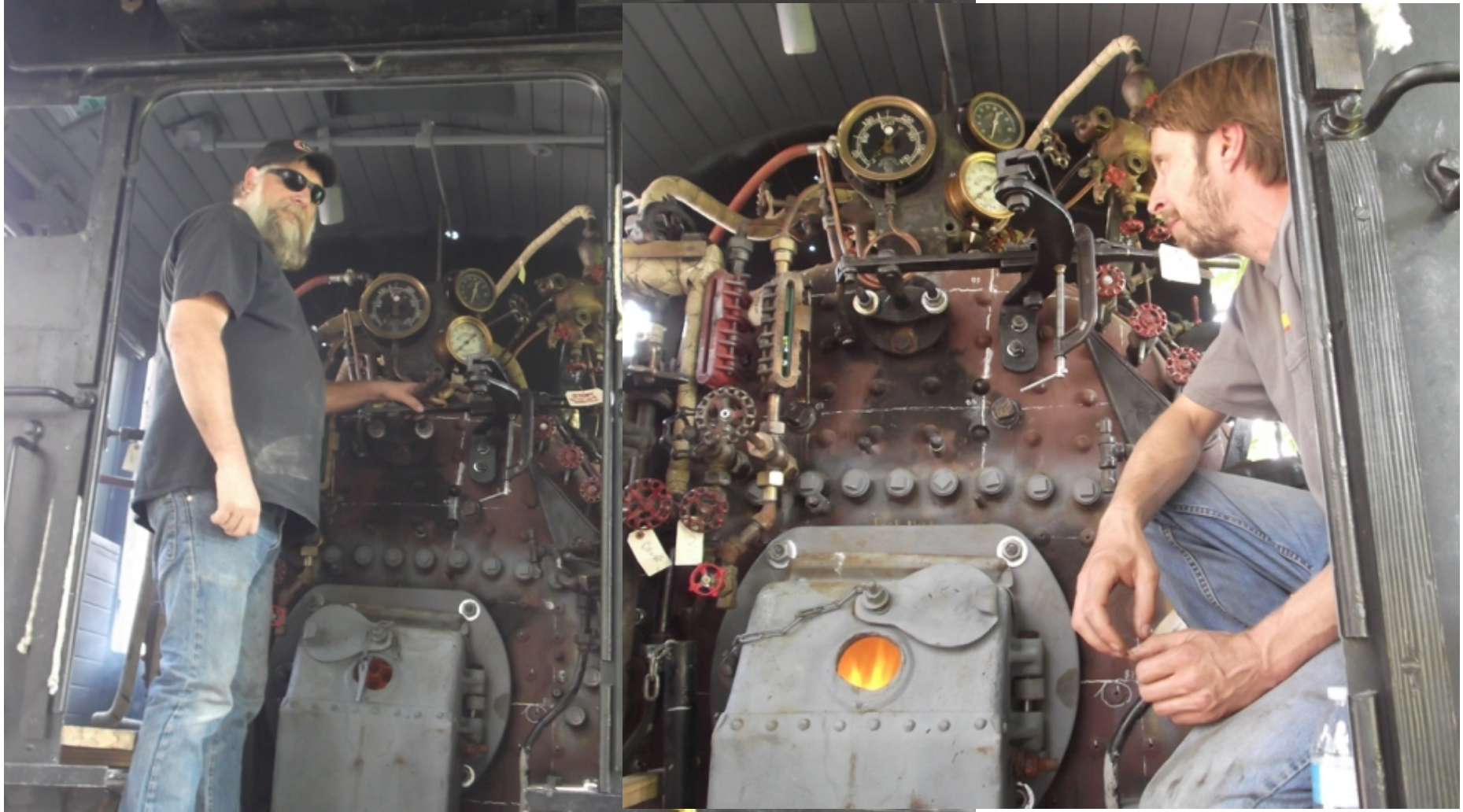
# Dehy Park in Independence



# Bringing the Princess back to life



# Fire in the hole



# First steam since 1954





She's ready to roll



Hey, let's build a train barn



# On the road to her new home



# #18 in her new home at the Eastern California Museum



# The Golden Spike run, 2017



# Dave Mull and The Crew



# Tri-tip dinner with 400 train lovers



# Time to visit Laws





# Steam returns to Laws



# A Colorado adventure with the Durango Silverton Railroad



# On the way to Silverton



# Pulling into Silverton



# Back home in Independence



# Oh, and John Wayne's Bulldozer



# The Phase 2 track plan starts with The Switch



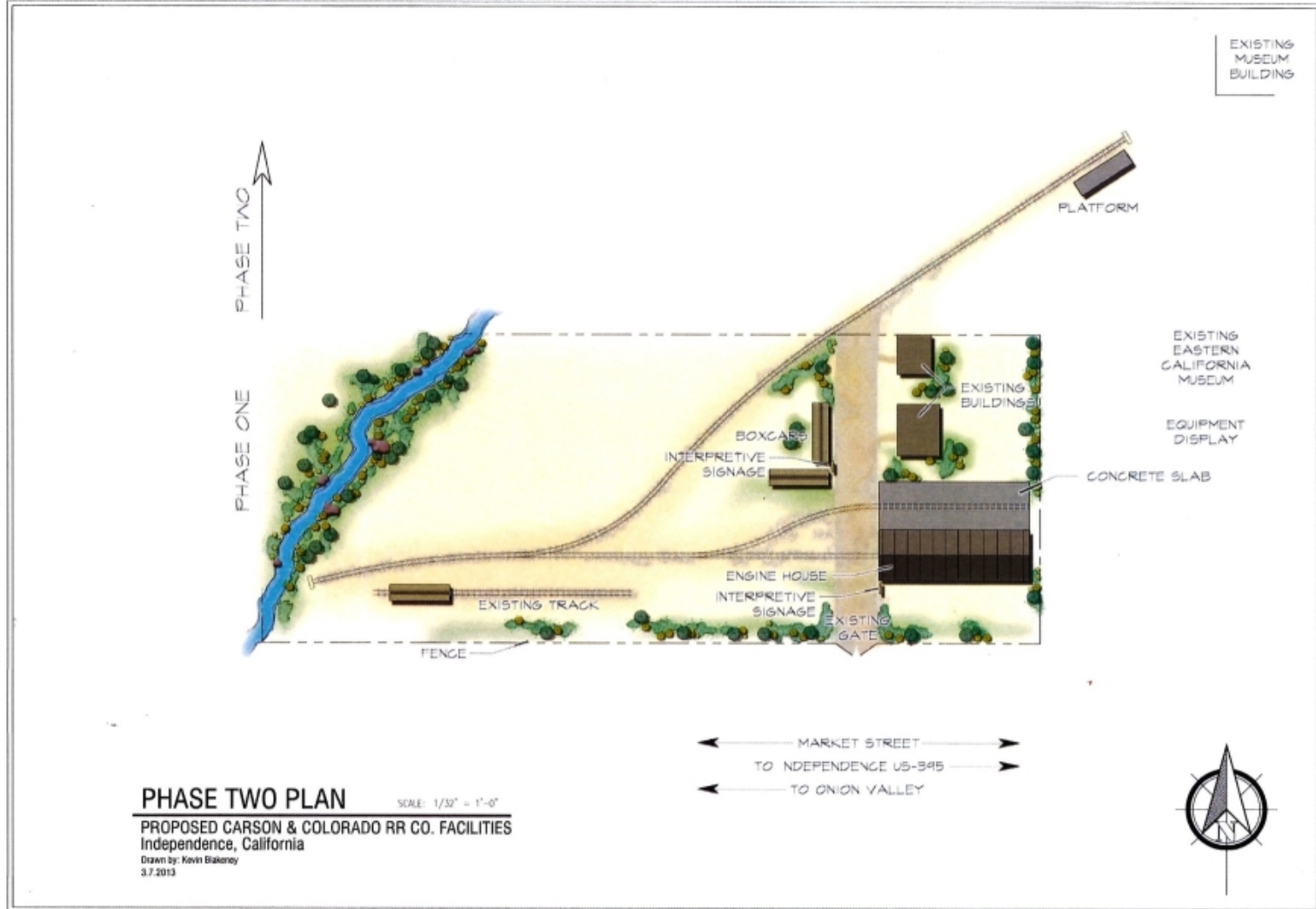
Making the  
curve

# Ready for more track

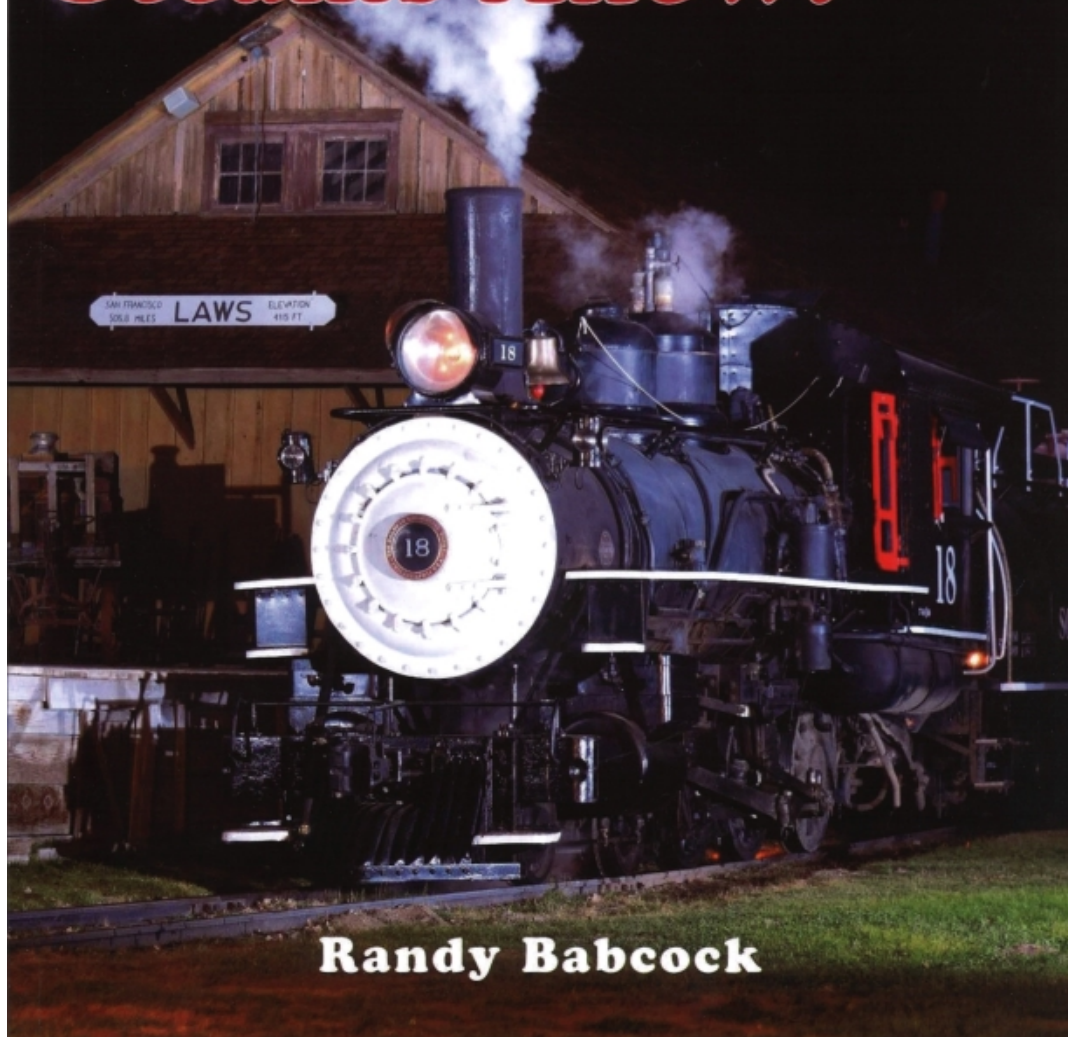




# Phase Two Track Extension



***SP***  
***Narrow Gauge 18***  
***Steams Anew!***



**Randy Babcock**



# County of Inyo



## County Administrator - Economic Development

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** March 16, 2021

**FROM:** Leslie Chapman

**SUBJECT:** Presentation/Update from The Ferguson Group and approval of the 2020 Inyo County Legislative Platform.

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**RECOMMENDED ACTION:**

Request Board: A) receive presentation/update from Kristi More, of The Ferguson Group, on legislative issues relevant to Inyo County; and B) review, discuss and adopt the Inyo County 2021 Federal Legislative Platform.

**SUMMARY/JUSTIFICATION:**

Inyo County employs the services of The Ferguson Group, who specializes in representing public and private entities in Washington D.C. in a wide array of capacities including federal funding, grants, as well as legislative and regulatory issues. Kristi More of The Ferguson Group will be providing the Board with a brief update on legislative issues relevant to Inyo County.

Additionally, Ms. More will present the Inyo County 2021 Federal Platform for Board approval. This document will be distributed to legislators to make them aware of our local, rural issues so they may better lobby for our interests. Adoption of this document also allows each Board member the flexibility to take the position identified in the document, on behalf of the Board, without waiting for a full vote of the Board. Conversely, when confronted with an issue that is not listed in this document, that issue will need Board approval before an Inyo County position may be presented in a letter or other form of advocacy.

While this is substantially the same as the 2020 Platform, Ms. More met with County Department Heads and Individual Board Members in order to ensure current interests and issues are addressed, and the attached draft document is the result.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

N/A

**ATTACHMENTS:**

1. Inyo County 2020 Federal Legislative Platform

**APPROVALS:**

Leslie Chapman

Darcy Ellis

Marshall Rudolph

Leslie Chapman

Created/Initiated - 1/29/2021

Approved - 2/1/2021

Approved - 2/1/2021

Final Approval - 2/24/2021



# Inyo County, CA

## 2020 Federal Platform



Approved by Board of Supervisors on February 18, 2020.



## **County of Inyo, CA**

# **Board of Supervisors**

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**Dan Totheroh**

First District

**Jeff Griffiths**

Second District

**Rick Pucci**

Third District

**Mark Tillemans**

Fourth District

**Matt Kingsley**

Fifth District

County Administrative Center  
224 North Edwards  
Independence, CA 93526



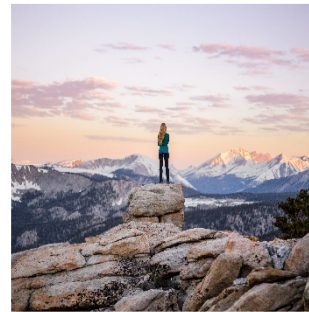
# County of Inyo, CA

## 2020 Federal Priorities



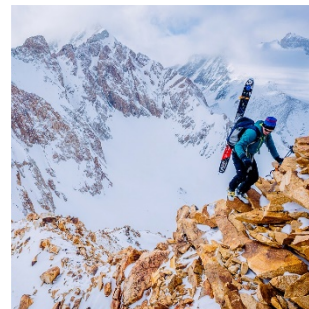
Rural Communities

Economic Development



Land Management

Infrastructure



# Rural Communities

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## Isolated Communities

Seek funding and support programs that provide services to isolated communities including construction of community facilities.

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## Connectivity

Seek funding and support programs to provide communication infrastructure, including broadband and cellular services to remote rural communities.

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## Health and Well Being

Seek funding and support programs to improve access to health services including mental health, emergency services, community health clinics, and hospitals.

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## Emergency Response

Support and seek funding for projects and programs that support emergency and disaster preparedness, response and management.

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## Public Safety

Support funding and programs for public safety initiatives including search and rescue activities, law enforcement communications, and public safety equipment.

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## Fire Protection

Seek funding and support programs for fire protection enhancements including ensuring community access to fire stations and fire fighting services.

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## Community Facilities

Support funding and programs for the construction and programming of projects for community museums and libraries.

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# Economic Development

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## Opportunity Zones

Support development of plan and strategy to encourage private investment in public infrastructure projects through programs such as the Opportunity Zone private tax incentives.

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## U.S. Census

Monitor U.S. Census development process in particular to definitions and impacts to rural communities.

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## Digital 395

Support development, expansion, and implementation of Digital 395 broadband deployment project to businesses and end users.

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## Bishop Airport

Support development and expansion of Bishop Airport to increase services of commercial and general aviation uses that support and spur regional economic development.

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## Housing

Advocate and support initiatives and programs that provide additional housing and encourages diversity in housing availability in the county.

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## Tourism

Support programs and activities that enhance and protect tourism in the region.

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# Land Management

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<b>PILT Funding</b>	Support legislation and budget efforts that continue to maximize the Payment in Lieu of Taxes (PILT) and Secure Rural Schools (SRS) programs.
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<b>Fuels Management</b>	Support programs that enhance fuel management activities on federal lands.
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<b>Federal Lands Management</b>	Support funding for federal lands management agencies and programs.
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<b>Wildfire Preparedness</b>	Support programs that help prevent, mitigate, and respond to wildfires.
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<b>Recreation</b>	Seek funding and support programs that protect and enhance recreational activities on public lands.
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<b>Inyo National Forest Plan</b>	Support efforts that foster partnerships and enhance relationships with local agencies and the Inyo National Forest.
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<b>Mining Industry</b>	Seek support of changes to mining claims forms that allow for efficient and timely filing of mining claims.
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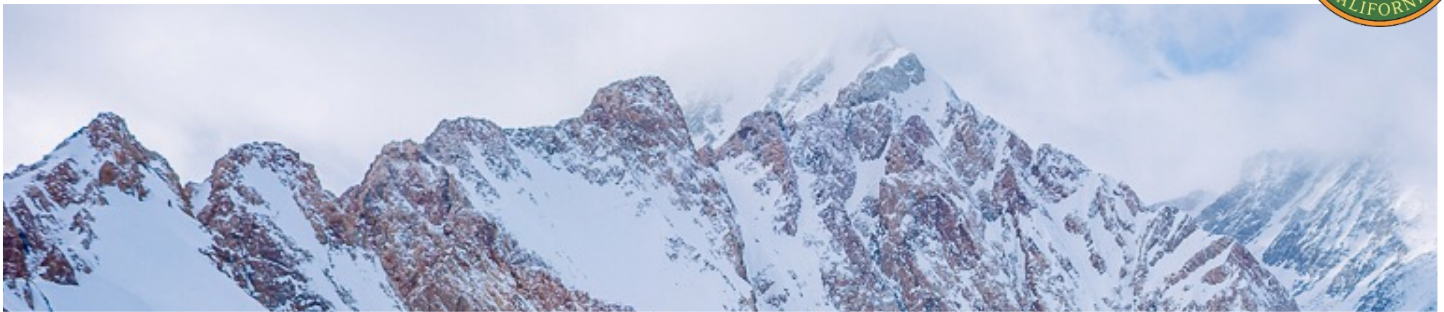
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<b>Cannabis</b>	Support administrative and regulatory procedures, including banking, related to the cannabis industry that protect local authority and protect the public.
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# Infrastructure

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## Drinking Water

Seek funding and support programs that delivery reliable and clean drinking water through resilient infrastructure.

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## Wastewater Infrastructure

Seek funding and support programs that provide wastewater treatment infrastructure and services to communities in a cost efficient matter.

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## Local Transportation Projects

Seek funding and support programs for local transportation projects throughout the County.

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## Environmental Review and Project Delivery

Support changes to federal law that encourage a more efficient and streamlined environmental review and project delivery process and allow public infrastruture projects to be constructed more efficiently and effectively.

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# County of Inyo, California

## 2020 Legislative Platform

### AGRICULTURE/WEIGHTS & MEASURES

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1. **Support** full cost recovery for new agricultural programs.
2. **Support** continued funding of weed management programs.
3. **Support** authority for USDA to set up cooperative agreements with states for pest exclusion programs.
4. **Support** control and mitigation for the spread of invasive species to protect, conserve and restore public and private lands.
5. **Support** efforts to provide and protect local authority for device registration fees.
6. **Oppose** efforts by State agencies to usurp Agricultural Commissioner's permitting authority for the spraying of pesticides on irrigated lands.
7. **Oppose** efforts to ban the use of rodenticide for agricultural and public health purposes in California.

### CANNABIS

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1. **Oppose** legislation that would diminish local authority over commercial cannabis regulation.
  2. **Support** legislation that provides the state's tribes a mechanism for entering California's legal cannabis marketplace without sacrificing their sovereign status, while also preserving local governments' right to protect against or require mitigation for associated impacts to their jurisdictions from any commercial cannabis activity on adjacent lands, including Tribal land.
  3. **Support** a statewide regulatory scheme for medical cannabis and/or adult use cannabis that ensures counties have the ability to set regulatory standards based on local needs and priorities, and seek to ensure the County is adequately resourced as regulations and state laws are implemented.
  4. **Support** efforts to study the impacts of cannabis use and legalization on the public's health, particularly on the impacts on youth brain development.
-



5. **Support** legislation to increase cannabis surveillance, education, youth prevention, responsible adult use, and drugged driving prevention.
6. **Support** efforts to mitigate community level harms from commercial cannabis operations, such as overconcentration as well as clustering with alcohol and tobacco retailers.
7. **Support** continued Federal and State funding to aid local jurisdictions in the eradication of illegal, environmentally destructive marijuana grow operations on public and/or private land.
8. **Monitor** legislation establishing policy programming requirements for education and environmental prevention efforts for Cannabis.
9. **Oppose** policy programming requirements for education and environmental prevention efforts for Cannabis Tobacco Control funding that mirror those established for Tobacco Control funding.

## CHILD SUPPORT

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1. **Support** legislation that would protect existing State and Federal funding for local child support programs.
2. **Support** policies, funding and services for non-custodial parents that promote self-sufficiency and ability to care for their child(ren).
3. **Oppose** any recommendations that would reduce Federal financial participation in child support programs.

## COUNTY OPERATIONS

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1. **Support** full funding of the Public Library Fund in future State budgets.
  2. **Support** legislation to provide opt-in as opposed to opt-out for receiving electronic sample ballots.
  3. **Support** legislation that requires counties to be reimbursed for the cost of special elections called by the Governor or Legislature.
  4. **Support** efforts to reinstate language directing the state to provide reimbursement to counties that hold a special election to replace a member of Congress or a member of the state Legislature to fill a vacancy, as well as for the cost of special elections called for other reasons.
  5. **Support** legislation that would authorize Federal and State Governments to assist counties in the purchase of voting equipment and technology.
  6. **Support** the continued exemption of rural counties from Organics Recycling Mandates.
  7. **Support** legislation that provides additional State park funding to rural counties.
-



8. **Support** legislation that requires the Department of Resources Recycling and Recovery to consider the impacts on jurisdictions and their waste diversion programs caused by China's restrictions on imported recyclables and the resulting market loss.
9. **Support** legislation, such as the California Beverage Container Recycling and Litter Reduction Act of 2018, to stabilize the recycling marketplace, provide immediate, temporary relief to California's retailers and grocers affected by the 2016 recycling center closures, and ensure consumers have local redemption opportunities.
10. **Support** legislation that provides the option for rural counties to conduct elections via "Vote by Mail."
11. **Support** legislation that expands the ability of counties to conduct all of their elections via all-mail balloting.

## GENERAL GOVERNMENT

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1. **Support** legislation that realigns governmental services in such a manner as to improve the delivery of services and make government more accountable to the people of Inyo County.
  2. **Support** legislation that raises standards of required training for elected and appointed department heads in areas such as finance, personnel and management.
  3. **Support** collective bargaining legislation that:
    - Recognizes the responsibility of local elected officials to govern and manage the organization and to implement public policy; and
    - Minimizes conflict over procedural matters.
  4. **Support** legislation that recognizes the inherent disadvantage rural counties have as it applies to using a population-based criteria (per capita) for allocating State and Federal funds and minimizes and/or eliminates the reliance on this funding criteria.
  5. **Oppose** legislation that minimizes, restricts and/or eliminates local Boards of Supervisors control over collective bargaining and employer-employee relations.
  6. **Oppose** legislation that minimizes, restricts and/or eliminates local Boards of Supervisors control over the allocation of funds through the budget process.
  7. **Oppose** legislation that would require counties to share State expenses and liability on projects outside local jurisdiction.
  8. **Support** legislation that reduces State and Federal regulations that impede, or increase the cost of the delivery of services by local governments and special districts.
  9. **Monitor** closely any legislative efforts/initiatives regarding reform of the State Budget process.
  10. **Oppose** legislation that is unduly burdensome to private industry.
  11. **Support** protection of funding discretion and use bond funds.
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12. **Oppose** efforts by Federal and State government to adversely impact the ability of Volunteer Fire Departments to provide critical first response and ambulance services in rural communities, including but not limited to recruiting and retaining qualified EMTs.
  13. **Support** broadband expansion, broadband adoption, telecommunications improvements, technology infrastructure projects, and other technology advancements.
  14. **Support** full funding of disaster relief for all eligible counties, and a return to State assistance for the large portion of the costs of state or federally declared disasters.
  15. **Oppose** any changes to, or limitations upon, the eligibility for receipt of disaster costs, especially tying county land use processes and decision-making to disaster relief funding.
  16. **Support** State tax relief for those individuals and businesses who have losses due to disaster.
  17. **Support** legislation that would allow “a contracting agency and the exclusive representative of employees of that agency to agree through collective bargaining that the employer contribution for employee and annuitant health benefits coverage for employees first hired on or after the effective date of a memorandum of understanding may differ from the employer contribution provided to existing employees and annuitants pursuant to Sections 22890 and 22892” and any other legislation that will permit the County to take advantage of a multi-tier benefit package through Public Employees Retirement System (PERS).
  18. **Oppose** legislation that would hinder, as a result of mandated redactions or any other alterations of recorded documents, a private citizen’s ability to establish ownership of real property or conduct private or commercial business operations.
  19. **Oppose** legislation that eliminates, diminishes, limits, or interferes with the nonprofit organizations that the County has membership in, i.e., the California State Association of Counties (CSAC), Rural County Representatives of California (RCRC), State Sheriff’s Association, Chief Probation Officers Association, State Welfare Directors Association, etc., in actively participating in the legislative and ballot measure processes. *(Added by Board Order 8-20-13)*
  20. **Oppose** legislation that increases the County’s exposure to litigation.
  21. **Oppose** legislation that removes local governments’ discretion over wireless structures or restricts such discretion to the point that it could negatively impact rural communities’ aesthetics, public safety, the environment, and property values, and/or prevent local governments from negotiating either rates or improved broadband services as a condition of a “small cell” permit.
  22. **Support** legislation and regulations that preserve – and do not impair – the ability of counties to provide public health, safety, welfare or environmental services by local government.
  23. **Support** expanded permission to use private contracts to provide local services in justifiable areas as a means of achieving efficiency and economy.
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## HEALTH AND HUMAN SERVICES

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1. **Monitor** State and Federal health care reform proposals with fiscal impacts to the County and private employers and citizens, and that limit, reduce or discontinue health care coverage for Inyo County residents.
  2. **Monitor** the California Children's Services program and seek protections against increased county program costs.
  3. **Monitor** legislation that funds pilot efforts in MediCal payment reform to result in whole person care and fully integrated behavioral health and health services.
  4. **Monitor** legislation to address opioid addiction, including the expansion of Medication Assisted Treatment and allows for Medicaid reimbursement in the jail setting.
  5. **Monitor** legislation to change the definition of "gravely disabled" and to clarify Welfare and Institutions code 5150.
  6. **Monitor** State and Federal health care proposals with fiscal impacts to the County and private employers.
  7. **Monitor** the County Medical Services Program (CMSP) program and **Support** efforts to protect funding, minimize the participation fee paid by counties, and sustain reasonable reimbursement rates to providers in an effort to retain them in small counties. (Ensure CMSP infrastructure is maintained in event unknown health care policy changes occur at Federal level.)
  8. **Monitor** legislation that further mandates increased benefits/salaries for the local In-Home Support Services Program (IHSS) that are not covered by the State.
  9. **Monitor** policy and legislative initiatives involving managed Medi-Cal to ensure rural, isolated counties medical caregiver capacity issues are not negatively impacted.
  10. **Monitor** the implementation of simplifying Medi-Cal and enrollment for participants and providers.
  11. **Support** blended funding across human service programs, i.e. non-categorical.
  12. **Support** legislation that allows maximum local flexibility to design human services programs, based on the needs of the communities served.
  13. **Support** increased allocation of subsidized childcare funding.
  14. **Support** legislation and local, State, and Federal programs that employ evidence-based best practice strategies to reduce the number of people experiencing homelessness by: preventing homelessness for those at risk; expanding affordable permanent housing; and promoting self-empowerment through counseling, job training, and other supportive services.
  15. **Support** funding of affordable short-term, transitional and permanent housing capacity.
  16. **Support** legislation that supports parity of funding for behavioral health issues, ensuring that both mental health and substance use disorder treatment are funded on par with physical health treatment needs.
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17. **Support** legislation that provides or increases a minimum base allocation (MBA) to small counties to sustain treatment for alcohol and drug addiction.
  18. **Support** legislation that addresses behavioral health workforce needs, as statewide agencies are challenged in meeting treatment capacity in both Mental Health and Substance Use Disorder treatment providers. This would include legislation such as Peer (someone with lived experience) Certification (SB 906); Mental Health workforce planning (AB2108), which expands the persons eligible for educational loan repayment program; and Substance Use workforce expansion (AB2804), which creates one-year and five-year plans to expand the SUD treatment workforce with incentives like stipends and loan repayment programs for counselors, peers and licensed professionals.
  19. **Support** legislation that reduces administrative burden for small counties and allows for flexibility such as regionalization of administrative tasks.
  20. **Support** legislation that increases use of telehealth for Drug Medi-Cal services.
  21. **Support** the Stepping Up Initiative and legislation that diverts persons with mental illness from the criminal justice system.
  22. **Support** legislation that increases the transparency and consistency of financial reporting for the Mental Health Services Act.
  23. **Support** legislation to fund suicide prevention efforts, including those targeted at youth, LGBTQ and Veterans.
  24. **Support** legislation to build on Continuum of Care Reform to address foster youth crisis response.
  25. **Support** legislation that promotes service integration, such as development of automated, central statistical case records for all human service programs and information sharing across human service programs.
  26. **Support** legislation that allows for funding allocations to have increased local control and flexibility to design human services programs based on the needs of the communities served.
  27. **Support** and advocate for any “new” funding to have a base allocation formula for the Twenty Small Counties.
  28. **Support** and advocate for State to fully fund the administrative costs associated with all state mandated programs (e.g., Child Welfare, Medi-Cal, Public Assistance).
  29. **Support** legislation that fully funds the requirements of the Continuum of Care Reform (CCR) including Resource Family Approval, Level of Care Assessments, Child and Family Team Meetings and other services that protect the physical, emotional and mental health of children and youth; promote their educational development, and ensure the availability of support services for juveniles.
  30. **Support** legislation and budget initiatives that recognize the growth of needs in our aging population, including increased funding to support Adult Protective Services and other aging services programs.
  31. **Support** legislation that revamps In Home Supportive Services in a manner that reduces fiscal and administrative impact on counties and reduces risk of fraud/abuse.
  32. **Support** legislation that consolidates State offices providing administrative oversight, or otherwise streamlines and/or reduces the administrative costs of Health and Human Services programs.
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33. **Support** and protect funding for public health mandates, and advocate for maintaining sufficient health realignment funding to ensure that Inyo County has the resources to meet its obligation to fulfill its statutory public health and indigent health care mandates.
  34. **Support** measures that enhance the communities' ability to deliver services through their hospitals and clinics; favor proposals that would provide for the continued expansion of community Federally Qualified Health Clinics (FQHCs).
  35. **Support** efforts to make and retain State or Federal financial participation available in the funding of medical facilities and medical care for inmates in county correctional facilities that were realigned to counties on October 1, 2011.
  36. **Support** increased and flexible State and Federal funding and resources directed at building the capacity of local public health departments to combat and control communicable diseases.
  37. **Support** proposals to expand access to dental health services for low-income Californians, including efforts to increase Denti-Cal reimbursement levels to encourage qualified dentists to participate in providing care to low-income children.
  38. **Support** strategies to streamline funding and program complexities of the California Children's Services (CCS) program in order to meet the demands of the complex medical care and treatment needs for children with certain physically disabling conditions.
  39. **Support** opportunities to "realign" county share of cost for the California Children's Services (CCS) program back to the State.
  40. **Support** and advocate for changes to laws and regulations governing prehospital emergency medical services, including ambulance services, that would increase the ability of volunteer EMS services to attract and retain qualified EMS staff.
  41. **Support** fair and equitable funding to local health departments for public health emergency preparedness (PHEP), ensuring there is a base level available for rural counties, and **Oppose** any funding reductions for PHEP at the federal level, as well as any efforts to shift program costs to local health departments.
  42. **Support** efforts to prevent or reduce the use of tobacco and its accompanying health and economic impacts on the state and its residents.
  43. **Oppose** any efforts to require counties to provide funding for the California Children's Services program beyond their Maintenance of Effort (MOE).
  44. **Oppose** any efforts to reduce funding to Inyo First 5 on the assumption that the First 5 commission will fill the revenue gap created by the withdrawal of State funds (i.e., supplantation).
  45. **Oppose** further Medicaid/Medi-Cal reductions at either the Federal or State level without data-driven analysis and advocate for sufficient resources provided to local jurisdictions to respond to changes in the health care landscape at the federal and state levels.
  46. **Oppose** proposals from the Centers for Medicare and Medicaid Services (CMS), Congress, or the Legislature to deny, reduce, cap, or eliminate Medi-Cal Administrative Activities/Targeted Case Management reimbursement or to make claiming more reimbursements administratively burdensome.
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47. **Oppose** legislation that further mandates increased employee benefits/salaries for the local In-Home Support Services Program (IHSS) that are not covered by the State.
48. **Opposes** legislative “fixes” to the Maintenance of Effort costs for In-Home Support Services Program that cause negative budget impacts to other Health and Human Services programming (Social Services, Health and Behavioral Health) does not experience negative budget impacts.
49. **Oppose** efforts that create disincentives to Medi-Cal enrollment and utilization, such as co-payments and premiums, seek ways to expand access to dental services, maximize Federal financial participation and increase provider rates.
50. **Oppose** any legislative efforts/initiatives to reopen the realignment legislation or legislation that negatively affects Inyo County’s health and human services realignment funds.

## TRANSPORTATION AND PUBLIC WORKS

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1. **Support** transportation funding legislation that:
    - Provides revenues without affecting funding sources of other county projects;
    - Continues Federal funding efforts for local transportation projects;
    - Reaffirms and continues State responsibility for highway financing;
    - Bolsters the multiple transportation funding sources that provide for improved transportation systems and multimodal networks, including SB 1 as enacted, and delivery of projects that rehabilitate and improve local roads;
    - Supports and encourages the use and development of transit facilities and infrastructure.
  2. **Support** any legislation efforts that assist the County in mitigating for the transportation of transuranic waste to the Nevada Test Site, Yucca Mountain, or other selected sites through California on routes located in or transecting Inyo County. Specifically, funding and assistance is needed in several areas including road and infrastructure improvements, first responder training, radiological detection instruments and training and emergency medical and hospital training.
  3. **Support** State legislators’ efforts to address identified State highway safety needs in our communities.
  4. **Support** State and Federal legislation efforts that benefit our local airports.
  5. **Oppose** legislation that changes public contracting laws in a manner in which it negatively impacts the County’s contract authority and/or increases costs to the County and/or unduly lengthens the time it takes for the County to enter into a Public Works Contract.
  6. **Support** legislation that enhances counties’ ability to designate appropriate uses of county roads.
  7. **Oppose** the effort to repeal SB 1, which would result in the loss of new transportation funds and make it more difficult to raise State and local transportation funds in the future.
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8. **Support** legislation that provides funding opportunities to coordinate Transportation Plans with the County's General Plan.
9. **Support** legislation that provides funding to sustain and expand the region's public transit system.
10. **Support** legislation that supports interregional and intercity bus lines that connect with the County's transit system.
11. **Support** reauthorization and implementation of federal aviation policy at the State level to ensure that California continues to receive and dedicate investments to support commercial and general aviation airports.

## RESOURCES AND ENVIRONMENT

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1. **Support** legislation to provide funding to local governments to create programs to protect river parkways and to reclaim damaged river habitat.
  2. **Monitor** legislation that protects and enhances rural counties' natural and developed resources that contribute to the economic and environmental well-being of Inyo County.
  3. **Support** legislation for the development of programs and strategies that will accomplish the non-land acquisition of reinvestment dollars for watershed management, groundwater basins, fisheries and waterways.
  4. **Support** Federal funding proposals that enhance County ability to acquire Federal and State funding for the purpose of managing watersheds et al.
  5. **Support** legislation that clarifies and/or preserves local authority to protect public roads.
  6. **Support** legislation to provide adequate funding for meeting all of the requirements of the California Global Warming Solutions Act of 2006 and the Sustainable Communities and Climate Protection Act of 2008.
  7. **Oppose** activities of the Federal and State government to acquire and transfer private lands to public ownership without continued mitigation for loss of local property tax revenue.
  8. **Oppose** Federal or State activities limiting public access to public lands.
  9. **Support** legislation which promotes and/or provides monetary aid to local jurisdictions for land use coordination with State and Federal agencies.
  10. **Oppose** any legislation which eliminates or diminishes the requirement for Federal and State land use agencies to coordinate with local government on decisions affecting the plans and policies of local jurisdictions.
  11. **Support** legislation which identifies the impacts of catastrophic wildfires and provides that wildfire mitigation and prevention are goals that meet the requirements of the California Global Warming Solutions Act.
-



12. **Support** legislation which maintains Inyo County's ability to protect and enhance its land use authority to determine the use of its natural resources, including but not limited to mining, water storage, renewable energy, and agricultural resources.
13. **Monitor** efforts to create additional or expand existing wilderness designations in the County.
14. **Monitor** efforts by Federal and State government to increase fees for and reduce and/or eliminate fire protection services on public lands.
15. **Support** legislation that protects those local jurisdictions that operate and deliver and store water that recognize and address mussel infestation early on from liability as a result of mussel infestation.
16. **Oppose** any legislation that could negatively impact outdoor recreation. (Added by Board Order 8-21-2012).
17. **Support** State's Renewable Energy Portfolio Standard being re-calculated to include roof-top solar.
18. **Oppose** legislation that makes CEQA/NEPA requirements more burdensome and provides for less public notification in the county where the projects are located.
19. **Support** legislation that reforms wildfire suppression funding, prevents "fire transfers" within firefighting budgets, and gives agencies in charge of fire suppression more budget flexibility.
20. **Support** legislation that recognizes, funds and protects the ecological resources of the Sierra Nevada as part of the effort to reach California's Climate Change goals.
21. **Support** increased funding for public land management agencies to address deferred maintenance of infrastructure in forests, national parks, and reserves that rural counties depend on for tourism and recreation-based economies.
22. **Support** realistic federal policy and regulatory reforms that balance environmental protection with the preservation of life and property and that lead to better mitigation of wildfires on federal, State, and private lands.
23. **Support** legislation to remove State tax exemptions for solar energy development facilities.
24. **Support** and encourage efforts that streamline the process for obtaining permits from State, Federal and local land management agencies for activities such as livestock grazing, commercial filming, guiding and outfitting, packing, and special events.

## PLANNING AND LAND USE

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1. **Support** legislation and budget efforts that continue to maximize the Payment in Lieu of Taxes (PILT) revenue from the Federal and State government to counties and continues full funding of PILT without restrictions beyond the current authorization.
  2. **Oppose** legislation that minimizes and/or eliminates local control over land use decisions.
-



3. **Support** legislative efforts to enable local governments, utilities, energy developers, California Native American tribal governments, affected landowners and members of the public to actively participate in the renewable energy and utility corridor planning processes.
4. **Support** legislation which reduces and/or eliminates State requirements regarding the General Plan and its updates.
5. **Oppose** legislation which limits or reduces the authority of counties under the State Mining and Reclamation Act (SMARA).
6. **Support** legislation which promotes and/or provides monetary aid to local jurisdictions for land use coordination with State and Federal agencies.
7. **Oppose** any legislation which eliminates or diminishes the requirement for Federal and State land use agencies to coordinate with local government on decisions affecting the plans and policies of local jurisdictions.
8. **Support** legislation, which maintains Inyo County's ability to protect and enhance its land use authority to determine the highest and best use of its natural resources.
9. **Support** legislation that protects and/or reinstates the payment of geothermal royalties to local jurisdictions.
10. **Support** legislation that provides funding opportunities to local jurisdictions to implement State General Plan requirements.

## LAW, JUSTICE & PUBLIC SAFETY

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1. **Support** legislation that maximizes county discretion in developing programs for juveniles.
  2. **Support** legislation that eliminates the requirement that counties pay for court reporter transcripts.
  3. **Support** Federal and State funding to combat the impacts of controlled substance production, distribution, and use, including the ongoing opioid addiction crisis.
  4. **Support** legislation that would allow counties to enact an ordinance to allow up to a \$10 penalty assessment for every \$100 fine for criminal offense, including traffic fines, for the maintenance and purchase of Law Enforcement facilities and vehicles.
  5. **Oppose** any changes in the State criminal justice system that increases costs to counties for jail operations, including but not limited to early releases of prisoners, commutation of sentences and/or commutation of variable sentencing options (i.e., wobblers), without a corresponding dedicated long-term reliable revenue stream and the ability to administer it locally.
  6. **Watch** proposed changes to State and Federal water law.
  7. **Support** legislation that will complete the work initiated through the Trial Court Unification Act by making justice system costs that are controlled or imposed by the judiciary but inadvertently remain the responsibilities of the counties the clear responsibility of the State of California and the California Superior Court to fund.
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8. **Support** efforts to increase and/or preserve funding allocations to support criminal justice realignment costs including inmate healthcare and jail expense costs.
9. **Support** Federal and State funding and programs to provide comprehensive, effective mental health and substance abuse treatment programs for criminal defendants, thereby reducing recidivism and protecting the public.
10. **Watch** proposed bail system reform efforts in California to ensure full state funding of any new pre-trial release and supervision requirements.
11. **Support** legislation and policies to improve re-entry options for adult and juvenile probationers, including housing.
12. **Support** legislation and policies to expand and enhance Evidence-Based Programs available to clients.
13. **Support** legislation and policies that will allow for continued investment in community corrections training.
14. **Support** legislation to bolster flexible policies and resources for drug treatment and mental health services for probationers.
15. **Support** legislation and policies to protect resources that support foster youth in Continuum of Care Reform.
16. **Support** legislation and policies that ensure resources for supervision, rehabilitative programming, and re-entry services for adult and juvenile offenders.
17. **Support** legislation and policies to preserve and provide resources at the Federal, State, and local level for effective community supervision practices.
18. **Support** legislation that enhances educational programs for adult and juvenile offenders.
19. **Support** legislation which will provide funding for probation services provided to drug offenders, and mentally ill incarcerated offenders.
20. **Support** legislation to authorize local probation departments to collect outstanding victim restitution through the civil process.

## TRIBE AND INTERGOVERNMENTAL RELATIONS

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1. **Support** the following goals for county-tribal intergovernmental relations:
    - facilitate intergovernmental agreements
    - develop mechanisms to mitigate for the off-reservation impacts of tribal developments on local government services and the environment
    - promote best practices and models of successful tribal-county relationships.
  2. **Support** the promotion and development of positive working relationships between the County and local tribes to the mutual benefit of both parties and the communities they respectively serve.
-



3. **Support** legislation or policy that provides for or recognizes enforceable agreements between tribes and local governments concerning the mitigation of off-reservation impacts of development on tribal land.
4. **Oppose** any federal or state limitation on the ability of tribes, counties and other local governments to reach mutually acceptable and enforceable agreements, including any federal prohibitions on deed restrictions mutually agreed to by tribal and local governments.

## VETERANS' SERVICES

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1. **Support** legislation and efforts that ensure access to the services and benefits to which veterans are entitled, including housing, healthcare, employment, education and training, and community reintegration assistance.
  2. **Support** legislation that provides funding for veterans housing programs, such as the Veterans and Affordable Housing Bond Act of 2018.
  3. **Support** the development of specific strategies for intervention and service delivery to veterans through cooperation between federal, state, and local governments, as well as community and private organizations serving veterans.
  4. **Support** coordination of services for veterans among all entities that serve this population, especially in housing, treatment, and employment training.
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# County of Inyo



## Planning Department

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** March 16, 2021

**FROM:** Cathreen Richards

**SUBJECT:** 2020 General Plan Annual Progress Report

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**RECOMMENDED ACTION:**

Request Board accept and provide comments on the draft Inyo County 2020 General Plan Annual Progress Report (APR), and direct staff to forward the APR with any modifications to the State of California's Department of Housing and Community Development and Governor's Office of Planning and Research.

**SUMMARY/JUSTIFICATION:**

Government Code Section 65400 requires that local agencies prepare a General Plan APR. The purpose of the document is to report on the County's progress in implementing its General Plan. The document is being presented to the Board of Supervisors for its review and comment. Subsequently, it is intended to be submitted to OPR and HCD.

As indicated in the draft APR, the General Plan is the County's constitution and guiding vision, and upkeep and maintenance of the General Plan is a continuous process. The County implements the General Plan's vision on a day-to-day basis with its many planning projects, and strives to include the public in the decision-making process. The County participated in a variety of planning activities in 2020, as identified in the APR. The County also continued its project review responsibilities to further the General Plan's goals, policies, programs, and implementation measures.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

Resources to participate in annual State reporting requirements (such as the APR) are provided for by General Fund resources.

**ATTACHMENTS:**

1. 2020 APR - Report
2. APR Housing Tables

**APPROVALS:**

Cathreen Richards  
Darcy Ellis  
Cathreen Richards

Created/Initiated - 2/26/2021  
Approved - 2/26/2021  
Final Approval - 3/2/2021

# **General Plan Annual Progress Report 2020**

County of Inyo



**Prepared by the Inyo County Planning Department  
February 2020**

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Appendix A Government Code Section 65400

Appendix B Housing and Community Development Department Annual Element  
Progress Report Forms

## **I. Introduction**

This report has been prepared pursuant to the requirements of Government Code Section 65400. Guidance for preparation of the report is provided by the Governor’s Office of Planning and Research (OPR)<sup>1</sup>.

The purpose of the document is to report on Inyo County’s progress in implementing its General Plan. The document will be provided to the Planning Commission and Board of Supervisors for their review and submitted to OPR and the Department of Housing and Community Development (HCD).

## **Background**

The County adopted a comprehensive update to the General Plan on December 11, 2001, and has amended the Plan on several occasions since. The planning process for the update took over four years, many public hearings and meetings, and substantial effort on the part of staff, the Board of Supervisors, the Planning Commission, local organizations and interest groups, and the general public.

The Plan replaced, reformatted, and/or updated a number of older General Plan Elements and other planning documents that had been adopted over the years. In addition to the many working documents, staff reports, and outreach materials, the Plan resulted in the following major documents that are utilized on a day-to-basis in the County’s planning processes:

- General Plan Summary
- Background Report
- Goals and Policies Report
- Land Use and Circulation Diagrams
- Environmental Impact Report (EIR)

The Inyo County General Plan received awards of excellence from local chapters of the American Planning Association in 2001. The policy document and diagrams are available on the Planning Department’s website at the following link:

<https://www.inyocounty.us/sites/default/files/2020-02/GP%20Goals%20and%20Policy%20Report%2012.2001.pdf>

## **Informational Document**

This document is a reporting document, and does not create or alter policy. The content is provided for informational purposes only, and is exempt from the requirements of the California Environmental Quality Act (CEQA) per Guidelines Section 15306.

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<sup>1</sup> General Plan Annual Progress Report Guidance. State of California, Governor’s Office of Planning and Research, State Clearinghouse and Planning Unit. Revised July 11, 2007. Refer to [https://www.opr.ca.gov/s\\_planningassistance.php](https://www.opr.ca.gov/s_planningassistance.php)

## Organization

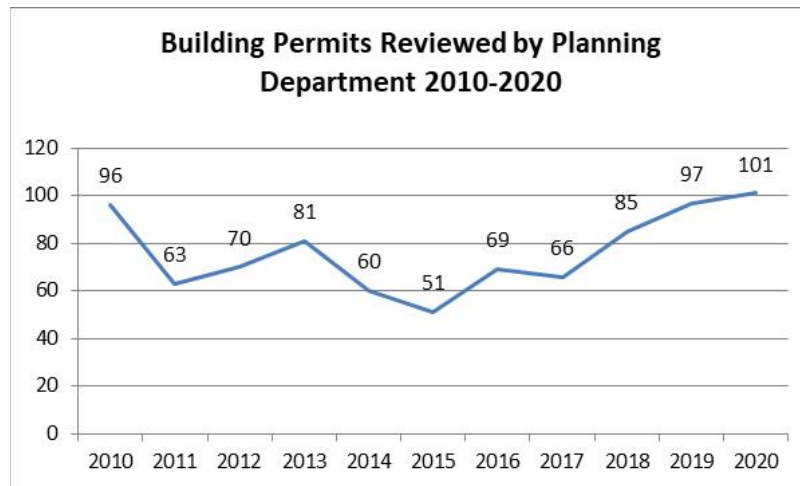
After this Introduction, a summary of projects and issues addressed over the last year is provided, and then each General Plan element is addressed. Following these topics, the County’s planned General Plan and Zoning Ordinance update are addressed. Appendix A includes Government Code Section 65400. Appendix B includes the HCD reporting forms.

## II. Plans, Projects, and Accomplishments

During 2020 the County processed numerous projects and participated in a variety of planning programs. Although 2020 was marked by the Covid virus, the amount of building permits reviewed by planning staff was only 1 less than in 2019. The following summaries provide a brief overview of these projects and programs, and are not intended to be exhaustive.

### Building Permits

The Department of Building and Safety reviewed approximately 508 building permits in 2020. One-hundred-one of those building permits were also reviewed by the Planning Department for zoning consistency issues; 16 of these were for new housing units. Building permits were applied for 3 new single-family homes (the same as 2019), and 10 new manufactured homes (1 less than 2019) and 3 accessory dwelling units (ADU) (2 more than 2019). Two Certificates of Occupancy (completed projects) were granted by the Building and Safety Department in 2020 for residential projects. One was for a manufactured home and 1 was for an ADU.



### Planning Permits

The Planning Department processed a variety of planning permits during 2020, including conditional use permits (CUP), subdivisions, and associated environmental reviews. The breakdown in applications received is as follows:

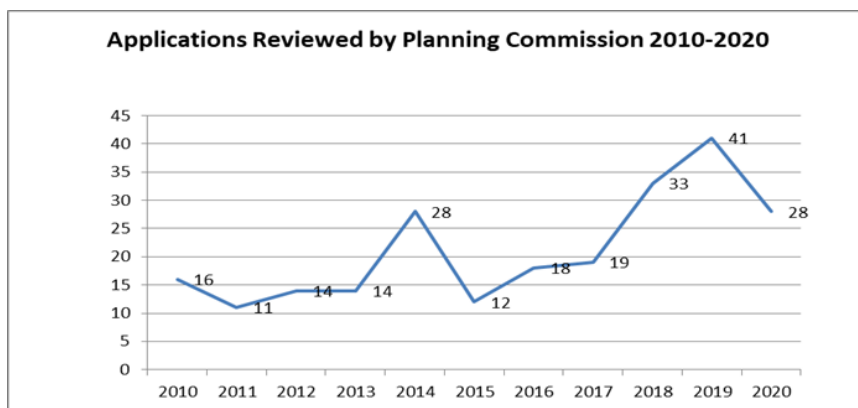
- 11 Conditional Use Permits, and 1 Amendment
- 1 Tentative Parcel Map

- 1 General Plan Amendment
- 1 Zoning Reclassification
- 1 Variance
- 1 Telecom Plan
- 6 Hosted Short Term Rental Permits
- 2 Zone Text Amendments
- 1 Telecom Plan
- 1 Mining Violation Hearing

In addition, 17 zoning violations were logged, continuing the significant increase that has been occurring since 2015.

During the past year, the Planning Commission agendas included the following application types:

- 11 Condition Use Permits – 1 Amendment
- 1 Tentative Parcel Map
- 1 General Plan Amendment
- 1 Zone Reclassification
- 1 Zone Text Amendment Update
- 6 Non-Hosted Short Term Rental Permits
- 1 Short Term Ordinance Update
- 1 Zone Text Amendment
- 1 Telecom Plan
- 1 Variance
- 1 Mining Violation Hearing
- 1 Mitigated Negative Declaration/Initial Study(MND/IS)



In addition, the Planning Commission reviewed ordinances related to updating the County's regulations regarding Cannabis activities, Short-Term Rentals and Hemp cultivation. Of the projects reviewed by the Planning Commission, 5 projects were also presented to the Board of Supervisors. The Lone Pine Architectural Design Review Board reviewed 2 design review projects in 2020, as well.

There were quite a few less applications received by the Planning Department and reviewed by the Planning Commission in 2020 compared to 2019. This is due to the glut of applications for Non-hosted Short-term Rental applications in 2019. This permit is no longer available and the interest in any short-term rental permits has leveled out. The 28-permits reviewed by the Planning Commission in 2020 is similar in number to the 33-reviewed in 2018. Indicating that 2020 still had a relatively high number of permit applications based on the 2010-2020 trends minus 2019.

### **Projects Reviewed by the Planning Commission During 2020**

In addition to the Ordinances reviewed by the Planning Commission, the following applications were reviewed by the Planning Commission and/or Board of Supervisors during the past year:

*Conditional Use Permit 2019-18/IMACA*– The applicant applied to establish and operate a Safe Parking Project where certain qualifying people experiencing homelessness can park in up to 15 parking spaces from 7:00 p.m. to 7:00 a.m. The parking spaces are located on the west side of the Church of the Nazarene at 900 W. Line Street, on property zoned Highway Services and Tourist Commercial and designated Retail Commercial with an Assessor Parcel Number (APN) of 011-380-17. The vehicle occupants will use the restroom at the administrative office building. The project qualifies for a Class 3 exemption (Conversion of small structures) from CEQA. The Planning Commission approved the project, and subsequently appealed to the Board of Supervisors – the appeal was upheld.

*Conditional Use Permit 2019-15/Copper Top* – The applicant applied for approval for outdoor seating and parking adjacent to the planned restaurant. The project is located at 442 N. Main Street in Big Pine. The Planning Commission approved the project.

*Conditional Use Permit 2019-12/Lancker* – The applicants submitted an application for a Conditional Use Permit to allow the construction of an addition to an existing nonconforming residence located 1327 Birchim Lane, in the community of Wright's 40 Acres. The Planning Commission approved the project.

*Conditional Use Permit 2019-14/Indy Place* – The applicant applied for a Conditional Use Permit for a project that involves a proposal to establish outdoor seating for seasonal ice cream shop along Highway 395 in Independence. The applicant estimates the ice cream shop/food establishment operation will be seasonal. The Planning Commission approved the project.

Conditional Use Permit (CUP) 2019-11/Deep Springs College – The applicant, Deep Springs College, applied for a CUP to: make the college compliant with the Inyo County Code 18.12 and to replace faculty housing partially lost due a renovation, with a new triplex. The college



has been operating at the same location since 1917 and is a grandfathered use as it was established before the County's zoning code. Any changes or expansions do, however, require a CUP. By obtaining the CUP the college can continue the current use as a college, which is considered a public/quasi-public use, and make the proposed improvements. The triplex will house permanent and visiting faculty. The Planning Commission approved the project.

*Conditional Use Permit (CUP) 2019-03/Inyo Farms* - The applicant applied for a Conditional Use Permit for a project located approximately 5 miles south of the community of Olancha. The applicant is seeking approval for a cannabis cultivation project, which is permitted as a conditional use. The Planning Commission approved the project.

*Conditional Use Permit (CUP) 2020-01/GBUAPCD* - The applicant (Great Basin Unified Air Pollution Control District) applied for a Conditional Use Permit for a project located at 866 E. Locust St., in Lone Pine. The applicant is seeking approval to construct a 33 foot air monitoring tower, which is permitted as a conditional use. The Planning Commission approved the project.

*Conditional Use Permit (CUP) 2020-02/Sage & Fire* - The applicant applied for a Conditional Use Permit. The applicant has met the application requirements for a CUP in Lone Pine, in Inyo County. The applicant is seeking approval for a cannabis dispensary, which is permitted as a conditional use for the property. The Planning Commission approved the project.

*Conditional Use Permit (CUP) 2020-07/Cerro Gordo* - The applicant, Silver Pineapple LLC, applied for a CUP to rebuild the Cerro Gordo Hotel and Surveyor House that were completely destroyed by a fire in June 2020 and to be compliant with the Inyo County Code 18.12 (Open Space). The hotel and surveyor house have been at the same location since the late 1800s and are grandfathered uses as they were established before the County's zoning code. Since they must now be rebuilt, they are subject to the current zoning and building codes and because of this, require a CUP. The Planning Commission approved the project.

*Conditional Use Permit (CUP) 2020-05/Pino Pies* - The applicant applied for a CUP for 'Mixed Use' to allow for residential use of half of the commercial space being rented by the applicant. The applicant is renting two of four suites within a single, commercially zoned building. One of these suites would be for residential use. The project is located on Grandview Drive, in Bishop. The Planning Commission approved the project.

*General Plan Amendment-2019-01/Zone Reclass-2019-02/Tentative Parcel Map-422/Conditional Use Permit-2020-03/Olancha Lake Zoning* - The applicant (Olancha Lake LLC) requested to merge seven parcels, which requires a Tentative Parcel Map. This parcel merger also requires a Zone Reclassification and General Plan Amendment to create the correct land use designations for a proposed future commercial RV camping business. The proposed project is allowed as a conditional use and requires approval from the Inyo County Planning Commission. The public hearing will address each of these four land use entitlements. The project is located in Olancha, CA. The Planning Commission approved the project.

*Telecom Plan Update 2020-01/Smartlink* – The applicant Smart Link LLC, representing ATT, submitted an application to update ATT's existing Telecom Plan to add a co-location site in

west Bishop on a tower recently approved for and built by Verizon Wireless. The update to ATT's telecom plan also includes a future site within the Bishop City limits. ATT is required to include this site in their telecom plan, but the County has no jurisdiction over its approval. This project is Exempt for CEQA. The Planning Commission approved the project.

*Variance 2019-02/Lovingier* – The applicant, Lonnie Lovingier applied for a variance for a single-family dwelling to encroach 15-feet into the required 25-foot front yard setback for a 180-square-foot storage garage addition on a property zoned One Family Residences, with a 10,000-sq-ft minimum (R1-10,000) that is located at 258 Brook Lane, in the community Aspendell. The Planning Commission approved the project.

*Zone Text Amendment 2020-01/Inyo County* – Staff, based on direction from the Board of Supervisors, recommended updates to the County's Short-term Rental of Residentially Zoned Property ordinance to add stricter penalties for violations, allow for them in the R2 zone, new permitting requirements, and to eliminate the Non-hosted Short-term Rental Permit. Planning Commission provided a recommendation for the Board to approve, which they subsequently did.

*Zone Text Amendment 2020-02/Inyo County Rescind 18.78.340/Second Units*– Based on a review of current zoning with respect to Accessory Dwelling Units, staff has found that the County is currently out of compliance with State regulations and is proposing to rescind Chapter 18.78.340 of the Inyo County Code. The Planning Commission provided a recommendation to the Board of Supervisors to adopt this proposed change. This project is awaiting a hearing date with the Board in 2021.

*Mitigated Negative Declaration/Initial Study (MND/IS) for the Round Valley Bridge Replacement Project* - The Planning Commission considered approval of a Mitigated Negative Declaration/Initial Study (MND/IS) for the proposed North Round Valley Road Bridge Replacement Project, which would involve the replacement of County Bridge 48C-0044, which was heavily damaged during storm run-off in the spring of 2017. The bridge is located approximately 12 miles northwest of Bishop, California. The Planning Commission Certified the MND.

***Non-Hosted Short-Term Rental Permit No. 2019-10/Carleton & Nioche*** - The applicant applied for a Non-hosted Short-Term Vacation Rental Permit. The applicant met all requirements, and was approved by the Planning Department, for a Hosted Short-Term Rental Permit. The Planning Commission approved the project.

*Non-Hosted Short-Term Rental Permit No. 2019-13/Stewart & Jaeger* – The applicant applied for a Non-hosted Short-Term Vacation Rental Permit. The applicant met all requirements, and was approved by the Planning Department, for a Hosted Short-Term Rental Permit. The Planning Commission approved the project.

*Non-Hosted Short Term Rental Permit 2019-05/Schwartz* – The applicant applied for a Non-

hosted Short-Term Rental permit, located at 255 Sara Lane, in Big Pine. The applicant met all requirements, and was approved by the Planning Department, for a Hosted Short-Term Rental Permit. The Planning Commission approved the project.

*Non-Hosted Short Term Rental Permit No.2019-11/Kokx* - The applicant applied for a Non-hosted Short-Term Rental permit, located at 665 E. Inyo Street, in Lone Pine. The applicant met all requirements, and was approved by the Planning Department, for a Hosted Short-Term Rental Permit. The Planning Commission approved the project.

*Non-Hosted Short-Term Rental Permit No. 2019-09/Sullivan* – The applicant applied for a Non-hosted Short-term Rental Permit, located at 550 Sunset Drive, in Lone Pine. The applicant met all requirements, and was approved by the Planning Department, for a Hosted Short-Term Rental Permit. The Planning Commission approved the project.

*Non-Hosted Short-Term Rental Permit No. 2019-08/Leonard* - The applicant applied for a Non-hosted Short Term Rental permit for a residence located at 4307 Granite View Drive, in the Granite View neighborhood of the community of Lone Pine. The applicant met all requirements, and was approved by the Planning Department, for a Hosted Short-Term Rental Permit. The Planning Commission approved the project.

*Hearing – Radcliff Mine Order Mandating Compliance* - The County sought an order to comply from the Planning Commission imposing administrative penalties in the amount of \$50 per day, calculated from the date that the transfer of the Financial Assurance Mechanism should have been completed per Public Resources Code § 2773.1(c). Per Public Resource Code § 2774.1(a)(3)(A), the County will further seek an order from the Planning Commission mandating a closure of the Radcliff Mine until the FAM is properly transferred. The Planning Commission approved the Compliance Order.

## **Other Plans and Projects**

The following discussion summarizes other projects which the County expended substantial efforts in 2020.

### ***2021 Housing Element Update***

The County's General Plan Housing Element is due for an update in 2021. The County began preliminary work on the update during 2020. This included securing a Local Early Action Planning (LEAP) grant from the State. The County is using some of this money for a consultant with Housing Element expertise to provide technical help.

### ***Meadow Farms – Cal Trans project***

Cal Trans is proposing to upgrade pedestrian facilities to comply with the Americans with Disabilities Act (ADA) along Highway 395 between See Vee and Barlow Lanes – colloquially known as the North Sierra Highway. The project proposal includes upgrading non-standard curb ramps, driveways, pedestrian push buttons, restriping pavement markings, relocating traffic signals and constructing new pedestrian and bicycle facilities on both sides of the highway. The county has been very active during 2020 in providing comments and meeting with Cal Trans' staff to help with issues related to the project including landuse, safety and economic development.

### ***Senate Bill 2 (SB-2) Planning Grant for Affordable Housing - SB2***

SB2 was adopted by the State Legislature in 2017 to provide a permanent source of funding to help local jurisdictions provide affordable housing. In 2019, funding was directed at planning assistance that helps to achieve affordable housing goals. The grant funding was allocated by an “over the counter” non-competitive means to all eligible jurisdictions in the State. The county submitted an application for this funding. Since Inyo County is considered a ‘small county’ with regard to the SB2 funding allocations, the award was \$160,000. The County secured the SB2 grant and a contractor and began working on the project in fall 2020. Staff and the contractor have been identifying parcels in the County that may be appropriate for re-designating for higher density residential use.

### ***Cannabis***

In 2016, the California voters enacted Proposition 64, which permits and regulates recreational use of marijuana in California. Several statutes to regulate medical marijuana were passed in the 2015 legislative session – Assembly Bill (AB) 266 (Bonta, 2015), AB 243 (Wood, 2015), and Senate Bill (SB) 643 (McGuire, 2015) – becoming effective January 1, 2016. The County also included Advisory Ballot Measures G, H, and I in the 2016 election: Measure G inquired whether the voters support medical commercial cannabis businesses, H inquired whether the voters support recreational cannabis businesses, and I was for a tax on cannabis businesses. All three measures were decided in favor cannabis businesses and taxation. The County continues to monitor implementation of the legislation. The County worked throughout 2017 on cannabis regulations and adopted them in January 2018. In December 2018 the first Cannabis Business Licenses were awarded in Inyo County and subsequent CUPs began being processed in 2019 and continued into 2020. Also, during 2020 the county worked on updates to its cannabis regulations in reaction to what staff and applicants experienced during the first round of licensing and CUPs.

### ***Short-term Rentals***

In 2006 the County determined that short-term vacation rentals are not permitted within the Residential Zoning Districts. The County began to investigate if this decision should be revisited, and if so, how it might proceed. During 2016, the Board conducted several workshops, and directed staff to begin public outreach. Public workshops were conducted in 2017 and Draft regulations were prepared. In February 2018 an ordinance was approved by the Board of Supervisors allowing for the short term rental of residential properties with proper permitting. The County began approving permits for short term rentals in April 2018. During 2019 staff reviewed the successes and issues related to short-term rental permitting. The results of this review were presented to the Board of Supervisors, along with suggestions to update the short-term rental ordinance at 3 workshops. Based on public input and recommendations from the Board, updates to the short-term rental ordinance were prepared by staff and subsequently adopted by the Board. These changes included removing the availability of non-hosted short term rental permits.

### ***Dark Skies – Lighting***

In the 2002 update of the County’s General Plan a policy relating to lighting was include, under the Conservation and Open Space Element - Visual Resources 1.6 Control of Light and

Glare. It states: *The County shall require that all outdoor light fixtures including street lighting, externally illuminated signs, advertising displays, and billboards use low-energy, shielded light fixtures which direct light downward (i.e., lighting shall not emit higher than a horizontal level) and which are fully shielded. Where public safety would not be compromised, the County shall encourage the use of low-pressure sodium lighting for all outdoor light fixtures.* This policy was never implemented through the zoning code as language was never included in the County's zoning code for it. Due to interest from the community and members of the Board of Supervisors, County staff began a process to evaluate a possible lighting ordinance for the County. Three public outreach meetings and two Board workshops were held on the subject in 2018. The project continued into 2020, but with minimal attention due to Covid and lack of staff.

### ***Community Plans for Charleston View/Tecopa/Shoshone***

Based on interest from local residents, the County embarked on preparation of Community Plans for Tecopa and Charleston View in Southeast Inyo County in 2015. Public meetings were conducted in both Charleston View and Tecopa in 2016 to kick-off the project and vision the Plan. In addition, background reports were developed for each planning area. Work continued on the plans in 2017 with visioning work. In December 2018 Draft Community Plans were presented to the communities of Charleston View and Tecopa. The Plans were well received with a few suggestions for minor changes. The County continued to try to identify and pursue grants for environmental analysis and implementation of the Plans.

***Olancha Cartago Corridor Study*** – The County was awarded a Caltrans Sustainable Communities Grant to study a section of U.S. 395 that is currently planned to be bypassed as part of the Caltrans US 395 Olancha-Cartago four lane project. The Olancha Bypass Corridor Study (OBCS) will include both 1) a portion of US 395 from the current intersection of SR 190 northward to just past Cartago that is proposed to be relinquished to the County and 2) the portion of US 395 from the current intersection with SR 190 south to the southern end of the bypass that will become part of SR 190. Work began on the study in 2018 that included the first public outreach meeting. This project continued through and was completed in 2019. The county has continued to research grants and various programs to implement the opportunities identified in the Study.

### ***West-wide Energy Corridors***

This project, approved in 2009, involves numerous federal agencies led by the BLM. Pursuant to a settlement agreement, the federal agencies are conducting reviews of the approved corridors. In 2016, a Corridor Study and regional reviews were released. The County provided input regarding the Region 1 Review and continues to monitor the program. In 2019, the Region 5 Review took place. The county provided numerous comments on Region 5 as it spans the length of Inyo County along the I-395 corridor. The Region 5 review continued into 2020 and the County participated in stakeholder meetings and providing comments. At the end of 2020 the Draft Report was released. The County has prepared draft comments and sent them to the Agencies in early 2021. The County will continue to monitor and comment on the Regional Reports as they go through the process to adoption.

### ***Census 2020 – California Complete Count***

Every 10 years, the U.S. Census conducts a nationwide population count. A complete and accurate count of the population is essential to all levels of government because the data collected by the Census determines the number of seats each state has in the U.S. House of Representatives; effects local elected officials' district boundaries; and, is also used to distribute billions of dollars in federal funds to local communities. In order to support the 2020 Census effort the State of California made funds available to Counties in 2019 to help plan for and implement a strategy to reach populations that are considered "hard-to-count". According to the State, these populations include, but are not limited to:

- Latinos
- African-Americans
- Native Americans and Tribal Communities
- Asian-Americans/Pacific Islanders
- Middle-Eastern North Africans
- Immigrants and Refugees
- Farm-workers
- People with Disabilities
- Seniors
- Homeless Individuals and Families
- Children Ages 0-5
- Veterans
- Areas with low broadband subscription rates and limited or no access
- Households with limited English proficiency

The County has people who can identify with most of these groups and was awarded a grant to participate in the program. A Strategic Plan and Implementation Plan have been prepared for 2020 Census outreach and some outreach began at the end of 2019. During 2020 the County actively worked on outreach to the hard to count populations. This ended up being done through ads, fliers and the internet as the entire in person outreach that had been planned was cancelled due to Covid.

### ***Haiwee Geothermal Leasing Area (HGLA)***

A DEIS for the HGLA was submitted by the BLM for comments beginning in 2009 (Notice of Intent) through 2012 (DEIS). It evaluated five alternatives to address the potential environmental impacts of opening approximately 22,805-acres of BLM managed federal mineral estate for geothermal energy exploration and development and leasing and for three individual leasing proposals covering approximately 4,460-acres of federal mineral estate for geothermal energy testing and development. A supplement to the DEIS and proposed amendment to the CDCA Plan, was released in 2019. It was prepared primarily to update both documents to be consistent with changes to landuse designations and resource management strategies based on the Desert Renewable Energy Conservation Plan (DRECP). The total area under review (22,805-acres) and proposed leases (4,460-acres) are exactly the same as what was previously evaluated. The County reviewed the supplemental document with regard to comments it sent in 2009 and 2012 and sent additional comments in 2019. The County continued to monitor the DEIS in 2020.

### ***Owens Valley and Haiwee Pump-back Storage Projects***

During 2019, Premium Energy Holding LLC applied to the Federal Energy Regulatory

Commission (FERC) for preliminary permits to study hydro-electric pump back storage projects for the North Owens Valley, and Haiwee dam areas. A preliminary permit is issued for up to four years. It does not authorize construction, but it maintains priority of an application for license while the applicant studies the site and prepares to apply for a license. The applicant is required to submit periodic reports on the status of its studies. The preliminary permit it is not necessary to apply for or receive a license. Many comments have been submitted regarding these applications. The Owens Valley proposal does not appear to be moving forward and Haiwee is. The County continued to monitor this proposal in 2020 and will continue to do so in 2021 as well as and provide comments at each opportunity.

### ***Mining***

Pursuant to the Surface Mining and Land Reclamation Act (SMARA), the County continued its oversight activities to encourage production and conservation of mineral resources while minimizing associated environmental impacts. Staff has continued to amend County policy as the impacts of changes to SMARA that were approved by the California Legislature and Governor in 2016 are continuing to be implemented. Staff is responsible for the inspection and administration of reclamation policy for approximately 79 SMARA mines. Staff has noted a continuation from last year of a general increase in activity at many of the County's local surface mines during 2019. The increase in mining activities in 2019 continued into 2020. Also during 2020, many of the mines that were behind in fee payments were brought into compliance.

### ***Brownfields Grant***

In 2011 Inyo County entered into a Memorandum of Understanding (MOU) with Nye, Esmeralda, Lincoln, and White Pine counties of Nevada for the Environmental Protection Agency Brownfields Coalition Assessment Grant to conduct environmental site assessments and area-wide planning in support of renewable energy, transmission, and economic development in the vicinity of identified Brownfields sites. A subsequent grant was obtained, and the Coalition was expanded to include Esmeralda County. In 2018 the Duckwater Shoshone Tribe joined the Coalition. The County continued to participate in the Coalition during 2018. A site that was reviewed under a Brownfield grant funded Phase I environmental assessment in 2016 and a Phase II environmental assessment in 2017 was able to be successfully developed into a Grocery Outlet store with plans for the remainder of the property to be developed into the Inyo County consolidated office building. Also in 2018, a revolving loan and fund grant, applied for in 2017, was awarded to the coalition. The coalition completed updates to its website and to the Area Wide Plan. The county continued to participate in the Brownfields program during 2020.

### ***Yucca Mountain Repository Assessment Office***

Funding for development of the Yucca Mountain Repository was terminated by the Obama Administration, consequently eliminating the funding to all Affected Units of Local Government. Staff continues to monitor litigation and other activities. In 2016, the County reviewed and provided input regarding the Final Supplemental EIS for groundwater, which largely responded to the County's previous input. The County has continued through 2020 to support groundwater monitoring in its southeast area to provide data for the project and monitor the Yucca Mountain program.

### ***Desert Renewable Energy Conservation Plan (DRECP)***

The DRECP covers the Mojave and Colorado deserts to provide binding, long-term endangered species permit assurances and facilitate renewable energy project review and approvals. The DRECP planning area includes portions of Inyo County: roughly in the Owens Valley to just north of Independence, the Panamint Valley, Death Valley, and other southeast portions of the County. The County has been participating in the project since the late 2000s, which was to have been a General Conservation Plan/Natural Communities Conservation Plan. In 2014, a phased approach was taken to the DRECP whereby the Bureau of Land Management's (BLM) Proposed Land Use Plan Amendment was separated out from the NCCP component. The Final EIS and Proposed Decision were released in late 2015, which the County protested. The County approved a Programmatic Agreement regarding cultural resources related to the Plan in early 2016, and reviewed BLM's recirculation of the Areas of Environmental Concern from the draft DRECP. The Record of Decision was issued later in 2016, which dismissed the County's protest and implemented the BLM's DRECP components. In early 2017 the BLM published a Segregation Notice for mineral entry on California Desert National Conservation Land. The County provided comments on this action and continues to monitor DRECP activities. In February 2018 a Presidential Executive Order was noticed in the Federal Register instructing the BLM to begin a scoping process for possible amendments to the DRECP. The notice specifically requested comments on how land designations identified in the DRECP might affect the ability to develop solar, wind or other renewable energy resources. The County evaluated and provided comments to the BLM regarding this request. The county continued to monitor DRECP activities through 2020. An amended DRECP and corresponding environmental document has been released by the BLM. Staff will review and present to the Board of Supervisors to provide comments on it.

### ***Tribal Consultation Policy***

In response to input from the Big Pine Tribe, the County developed a draft Tribal Consultation Policy to guide its consultation efforts under Senate Bill 18 (Burton, 2004) and Assembly Bill 52 (Gatto, 2014). The County shared the draft Policy with local Tribes and conducted multiple workshops in 2015 and 2016. The County approved the Policy in late 2016, and invited the Tribes to consult regarding development of Tribe-specific agreements. The County continues to work with the Tribes on establishing good communications and possible Tribal-specific agreements.

### ***Coso Hay Ranch Water Export Project***

The County approved a project in 2009 that pumps water from the Hay Ranch in the Rose Valley to the Coso Geothermal plants at China Lake Air Weapons Naval Station. The County continued to monitor pumping activities in 2020.

### ***Crystal Geyser Roxane Cabin Bar Ranch Water Bottling Plant Project***

The CGR Cabin Bar Ranch Water Bottling Plant project proposes the construction and operation of a spring water bottling facility on a 34-acre site on the northeastern portion of the 420- acre Cabin Bar Ranch property, adjacent to the southern boundary of the community of Cartago and on the east side of US Highway 395. Approved in 2013, the project will pump 360 acre feet of groundwater per year. Project facilities include a 198,000-square foot water bottling plant containing four bottling lines and an associated 40,000-square foot warehouse



facility. The County continues to monitor implementation, and issued building permits for components of the proposed facilities in 2020.

### ***Crystal Geysers Olancho Bottling Plant Water Quality Investigation***

The Lahontan Regional Water Quality Control Board is investigating unpermitted arsenic discharges from CGR's water bottling plant in Cartago. The County coordinated with the Water Board to conduct two public meetings regarding the investigation in 2016, as well as responding to the Grand Jury's findings regarding the issue. The County continues to monitor this situation.

### ***North Sierra Highway Corridor/Specific Plan***

In 2015, Caltrans selected the County and the City of Bishop for a grant to prepare a Corridor Plan for North Sierra Highway (generally between the Tri-County Fairgrounds and the Bishop Paiute Palace on the north side of Bishop) in 2015. The County, City of Bishop, and the Bishop Paiute Tribe worked with other interested parties in the Corridor to expand the scope of work to a Specific Plan, and the Eastern Sierra Transit Authority pledged to provide financial support to assist doing so. In 2016, the County and its partners selected a consultant to assist in the planning process and convened an Advisory Committee to assist with coordination between the many participating agencies. Preliminary outreach commenced, existing conditions were assessed, and a visioning was initiated. A Charrette was conducted to brainstorm ideas for the Plan, and a draft Plan is anticipated in 2017. The Corridor Plan was completed in 2017. The specific plan has not been completed and staff will continue to look for grants to fund its completion. During 2020 the plan was consulted with to help Cal Trans with the Meadow Farms ADA project as the project area is within the North Sierra Highway Plan area.

### ***Sol Smart***

Through the Department of Energy's Sun Shot – Roadmap, Inyo County deployed a program to encourage small solar energy systems and energy efficiency for local residents and businesses. The County developed an expedited permitting process for small-scale solar energy systems and institutes a small-scale solar-friendly zoning ordinance. In cooperation with Southern California Edison (SCE), the County updated its General Plan to incorporate energy efficiency goals, policies, and implementation measures. Also in cooperation with SCE, the County has prepared an Energy Efficiency Revolving Loan Fund program, and is seeking seed funds to implement. Through these programs, Sol Smart, a program funded by the U.S. Department of Energy Sun Shot Initiative, has recognized Inyo County as second in the nation for taking important first steps to encourage solar energy for homes and businesses. The County is still participating in the Sol Smart program.

### ***DWP Solar Ranch***

The County is monitoring DWP's Solar Ranch proposal in the Southern Owens Valley, which intends to develop approximately 200 megawatts of photovoltaic. DWP issued a Notice of Preparation for the project in 2010, and the two locations and in 2013, DWP decided to develop a third site, located south of Independence. The County provided input regarding the Draft EIR for the project in 2013, and continues to monitor for any progress.

### ***Zoning Code/General Plan Update***

The County adopted a comprehensive General Plan update in 2001. One of the follow-up actions directed in the 2001 General Plan was to update the Zoning Code, which is a component of the Inyo County Code. Staff worked with Wildan in 2011 to prepare updated Zoning Code sections and incorporated the Planning Commission's and Board of Supervisors' input into a comprehensive Zoning Code update and prepared a related General Plan update. Staff received direction from the Board regarding several issues related to the update in 2014, including code enforcement, Digital 395, and special event permits. Environmental review is anticipated in 2021.

### ***Endangered Species Coordination***

The County has been monitoring the US Fish and Wildlife Service's and the California Fish and Wildlife's endangered species listing work program. Most recently this included proposals for listing of various species of Joshua Trees.

### ***Property Assessed Clean Energy Program (PACE)***

During 2016 and 2017, the County evaluated the feasibility of participating in PACE, which provides alternative financing homeowners and businesses for renewable energy, energy efficiency, and other authorized improvements. PACE providers are coordinating with the Tax Collector and Auditor to assist in determining if the County should proceed.

### ***Quadstate Local Government Authority***

The County joined this body in 2010, which was established in response to issues surrounding the desert tortoise. The authority is guided by a Joint Powers Agreement, and includes counties in Arizona, Utah, Nevada, and California. The organization is active regarding numerous issues relevant in the desert southwest, in addition to the tortoise. The Board decided that due to a lack of participation by the County, it would no longer participate in Quadstate.

### ***Inyo County Consolidated Office Building***

The County continued, in 2019, to work towards developing a consolidated office building to house multiple departments currently located in various facilities throughout Bishop. The proposed consolidated office building will house County Counsel, the District Attorney office, the Public Guardian, Health and Human Services, Waste Management, Motor Pool, Building and Safety, Parks and Recreation, Personnel, Information Systems, Sheriff, and Probation, and possibly an Adult Education Center. The County has been considering a consolidated office building for about 20 years. In 2018, the Chair of the Board signed an agreement with a developer who will design and build the consolidated office building. A lease agreement was entered into and ground breaking for the project was spring 2020 with completion expected in 2021.

### ***2020 Regional Transportation Improvement Program***

This project involved the development and selection of transportation projects that are then programmed in specific amounts and program years for the next five year funding cycle. The development of this program required local and regional coordination. This program was approved by the Inyo County Local Transportation Commission in December 2019. The

Statewide Transportation Improvement Program (STIP) has been implemented on an ongoing basis by Caltrans, County, and City of Bishop. Going into 2021 the priorities remains 1) construction phase of the 395 Olancho Cartago 4 Lane Project, 2) design of the SR 14 Freeman Gulch Segment 2 Project, 3) environmental & P,S&E phases on Lone Pine Town Rehab Project and the East Line St. Bridge Project.

### ***South Lake Road Reconstruction***

This project was voted (approved) by the California Transportation Commission in October of 2019. This project will reconstruct South Lake Road between SR 168 and South Lake and add bicycle lanes on the lower 2.1 miles of roadway. The County, in partnership with the Federal Highway Administration, completed a review of this project under the California Environmental Quality Act and the National Environmental Policy Act. The Design component of this project was initiated in 2017. It went to bid in the fall of 2019. The contract was awarded in January 2020 and is on schedule to start construction in spring 2020. The project was completed in 2020 with minor close-out paperwork currently in progress.

### ***Regional Transportation Plan (RTP)***

This project involved the development and selection of transportation projects that are then eligible to be programmed in specific amounts and program years in the Regional Transportation Improvement Program. The RTP is intended to be a fiscally constrained planning document for the 2019-2039 period. The RTP is updated every four years. The development of this plan required local and regional coordination. This plan was approved by the Inyo County Local Transportation Commission in October 2019.

### ***Inyo County Active Transportation Program Plan***

In response to the MAP-21 Federal Reauthorization and the California Active Transportation Program, Inyo County entered into a contract with a consultant to draft an Active Transportation Program (ATP) Plan and held public outreach meetings. A draft ATP was released during late in 2015 for public review and comment and then approved by the Inyo County Local Transportation Commission in April 2016. The Draft ATP Plan includes:

1. Bicycle Element – an update of the 2009 Inyo County Collaborative Bikeways Plan;
2. Pedestrian Element – this describes existing facilities, examines past accident records, estimates the current number of pedestrians, lists and prioritizes potential projects, and identify funding sources;
3. Recreation Trails Element – this identifies areas where there are deficiencies in motorized and non-motorized recreational trails, lists and prioritizes potential projects, estimates the number of users for a given trail segment, and describes how the projects provide for the viewing of points of interest; and
4. Safe Routes to School Element – this section creates Safe Routes to Schools maps for all areas in Inyo County and updates the Safe Routes to School maps for schools inside the City of Bishop.

In 2018 Inyo County submitted applications for several competitive ATP Cycle 4, 2019 Grants. One of the three submissions was successful. The California Transportation Commission has awarded funding for the “Lone Pine Sidewalk Construction and ADA Improvement Project.”

### ***Eastern Sierra ATV Adventure Trails System Project***

The County certified an EIR for this project in early 2015, which included potentially up to 38 combined-use routes on County roads for Off-highway vehicles. The Board approved seven of the routes for a pilot program, three of which opened in the summer of 2015. The County reached an agreement with the City of Los Angeles Department of Water and Power (DWP) to open the remaining four routes in December 2016. The pilot program is designed to test the extension of combined use routes from the existing law's three mile limit to a longer ten mile limit. An update hearing before the Board of Supervisors was held in December and a final report was sent to the California Legislature in December as required by the law. The Legislature has extended the pilot program for another five year period now expiring January 1, 2025.

### ***Local Road Safety Plan (LRSP)***

The Local Transportation Commission (LTC) received in 2020 a grant to complete a local road safety plan. The 2022 cycle of Highway Safety Improvement Plan (HSIP) grants will require an LRSP as a pre-condition. The LTC will develop this safety document to identify potential highway safety improvements in the City of Bishop and County of Inyo.

### ***Highway Safety Improvement Plan (HSIP)***

Inyo County Public Works received an HSIP grant to add fog-line and center-line striping at various locations throughout southern Inyo County.

### ***Bishop Airport Layout Plan and Narrative***

The County received a grant from the Federal Aviation Administration (FAA) to update the Bishop Airport Layout Plan and Narrative in 2014. The final document was approved by the FAA on May 20, 2019. The Bishop Airport Capital Improvement Program requests a grant for a Master Plan update in 2024.

### ***Environmental Assessment/Initial Study for the Proposed Commercial Airline Service at Bishop Airport***

Inyo County and On-Call Environmental Services consultant Environmental Service Associates are completing two environmental documents analyzing the impacts of the proposed introduction of commercial air service. The County received an FAA grant for costs associated with the federal document. The draft documents will be circulated for public review in March 2021, and are anticipated to be finalized in July 2021.

### ***Lone Pine-Death Valley Airport Layout Plan and Narrative***

The County received a grant to update the Lone Pine-Death Valley Airport Layout Plan. Final submittal to the FAA will occur by end of Quarter 1, 2018 and FAA approval is expected by end of Quarter 2, 2018. The final document was approved by the FAA on May 20, 2019.

### ***Inyo-Mono Integrated Regional Water Management Plan (IRWMP)***

The ICWD participates in this collaborative body made up of public, private and not-for-profit entities. MOU signatories include Inyo and Mono counties, the town of Mammoth Lakes, tribes, water districts, and community service districts. The group consists of 34 voting

members. The mission of the Inyo Mono Regional Water Management Group (RWMG) is to “To research, identify, prioritize, and act on regional water issues, and related social and economic issues, so as to protect and enhance our environment and economy.” A Phase II Inyo Mono IRWMP was completed in 2012, which was revised in 2014 and again in 2019.

In January 2016, DWR awarded the Inyo-Mono IRWMP \$1,816,943 for various projects in the region, including funding of \$280,234 to Inyo County for a project titled “Recycled Water for Restoration and Community Projects in Big Pine” The project proposed using treated wastewater to supply irrigation for an unaccomplished LADWP mitigation project east of town. In trade, an equal supply of fresh water to be delivered to regreen an abandoned field on Main Street that had been used as pasture.

The feasibility study and engineering design was completed in 2019, and a CEQA draft Initial Study was produced along with a cultural resources survey. The survey identified significant cultural resources at the project site. Additional archeological work would be required to advance the project. This work was beyond the scope of the grant, with costs that far exceeded the grant funding. The project cannot proceed without new funding to complete the additional archeological work and environmental reporting. Additionally, LADWP withdrew their support citing concerns related to installing below-ground irrigation and the use of treated effluent on their land. LADWP also alleged the project amounted to a gift of water, which is prohibited by the City Charter.

### ***Inyo/Los Angeles Long Term Water Agreement***

The Inyo/Los Angeles Long Term Water Agreement (Agreement) is settlement to CEQA litigation between the County and Los Angeles concerning the operation of Los Angeles’s second aqueduct. The Agreement requires Los Angeles to manage surface water and groundwater so as to avoid any significant adverse impacts that cannot be acceptably mitigated and to provide a reliable supply of water for Inyo and Los Angeles. Activities conducted by the County and Los Angeles include annual planning of water management activities, implementation and monitoring of mitigation projects, monitoring of habitat and hydrologic conditions, and evaluation of current conditions relative to the Agreement’s goals.

Specific activities undertaken during 2020 included monitoring of hydrologic and environmental effects of LADWP’s test of well 385, which had been off since 1986; an evaluation of mitigation projects not meeting goals including study of a potential modification to the McNally Ponds and Native Pasture project in the Laws area; the development of enhanced biological monitoring and environmental study at certain mitigation sites; the development of a monitoring plan to test well 415 west of Big Pine and avoid impacts, implementation of a Type-D study of willow and cottonwood development in the Owens Valley; and ongoing monitoring of phreatophytic and hydrologic vegetation conditions on Los Angeles’s land throughout the Owens Valley floor.

### ***Lower Owens River Project (LORP)***

The LORP is a mitigation project under the Long Term Water Agreement with the Los Angeles Department of Water and Power (LADWP). The project is compensatory mitigation for impacts considered difficult to quantify or mitigate directly. Fourteen years into the project, the goals of

the LORP – to establish a healthy, functioning ecosystem for the benefit of biodiversity and Threatened and Endangered species are in part being met. An evaluation of the progress of the LORP can be found in the 2020 LORP Annual Report: [https://www.inyowater.org/wp-content/uploads/2020/01/2019\\_DRAFT\\_LORP\\_ANNUAL\\_REPORT-reduced-1.pdf](https://www.inyowater.org/wp-content/uploads/2020/01/2019_DRAFT_LORP_ANNUAL_REPORT-reduced-1.pdf)).

In the LORP, the river-riparian areas have greened up considerably since the project was implemented in 2006, but the rate of development of a willow and cottonwood forest has been far below projections. Instead of the expected doubling of tree canopy, the project area has experienced a net reduction in acres of forest canopy. Riparian trees provide habitat for specific bird species, many who have not been found in the project area, and whose presence is an indicator of project success.

Bulrush and cattails have filled in wetlands and ponds, and have greatly diminished the amount of open water in the project area. Emergent vegetation continues to limit recreational access, encroaches upon ranch pasture, and occupies land where tree willow might otherwise established.

In the river, the combination of warm water and high flows, which stir up accumulated organic material, can cause a decrease in dissolved oxygen. On numerous occasions this situation has led to fish kills. Flows were less variable than in previous years and no water quality impacts to the fishery were noted in 2020. Poor water quality will likely be a permanent concern for LORP management.

Surveys completed in August 2018 found a significant increase in populations and spread of the noxious weed *Lepidium* due to flooding in 2017. A weed survey in 2020 found that the spread of *Lepidium* has somewhat stabilized, but that tamarisk had become abundant in areas that have been previously cleared. ICWD and Inyo/Mono Agricultural Department are engaged in cooperative planning to control further spread of weeds in the LORP.

In response to a 2019 LORP evaluation, changes have been made to reduce flows into the Delta Habitat Area during the growing season—this to limit the growth of emergent vegetation and improve habitat for waterfowl. Another reaction to the evaluation is a study of trees in LORP—in an attempt to understand how they established and what we might do to encourage new tree recruitment. Average annual flows will still comply with legally mandated limits.

Inyo and LADWP are revising the plan for the Blackrock Waterfowl Area (BWMA). Early on in the project, the BWMA hosted substantial numbers of bird, but over the years the area has become less ecologically productive. Changes in water management are proposed that will discourage the growth of emergent vegetation that has crowded out open water. The new, 5-year interim plan would require agreement of the MOU parties and could be implemented as soon as the fall of 2021.

### ***Owens River Water Trail (ORWT)***

Owens River Water Trail would open up more than 6 miles of river channel east of Lone Pine for recreational canoeing, kayaking, and paddle boarding. The County has been awarded two grants to construct the ORWT; \$500,032 from the California Natural Resources Agency (CRA),

and \$110,000 from California Division of Boating and Water. These funds would pay for design, engineering, and permitting for improvements at the launch and take-out facilities. LADWP funded the development and production of an EIR, which was completed in 2019. The CEQA document will be certified as soon as the terms for a long-term lease with LADWP are known. The lease will allow the development of water entry and exit points that are located on LADWP owned lands.

### ***Mitigation Projects***

One of the key roles of the ICWD is to assist with, monitor, and report on the implementation and ongoing management of 64 Environmental Projects and Enhancement/Mitigation Projects, which are LADWP obligations in the Owens Valley. These mitigation projects include civic improvement, revegetation, wildlife enhancement, habitat recovery, and the LORP. These projects are mitigation measures adopted by LADWP in the 1991 EIR; projects that are provided for in the 1997 MOU; and projects developed subsequently. If mitigation goals are not being met, or projects are not being managed as stipulated, or simply not being implemented, the ICWD works with the LADWP and MOU parties to either help implement or modify the project. The full list of these projects and their status, as well as other useful information can be found in the Inyo County Water Department's webpage [www.inyowater.org/mitigation](http://www.inyowater.org/mitigation).

In 2020, Los Angeles and the County worked on a joint assessment of the status of mitigation projects and other activities mandated under the Agreement. Inyo County and LADWP agreed on the status of all but two of the mitigation projects (Five Bridges revegetation, and the LORP), and one of the other mandated commitments (Haiwee Reservoir). In Inyo County's assessment, 48 projects were either complete, or they were implemented and ongoing, and 16 projects were either implemented but not meeting goals or not fully implemented. Other revegetation mitigation projects claimed complete by LADWP are being assessed and evaluated by the County.

A focus of upcoming work will be the development of scientific studies to assess habitat related projects—to determine if changes in management can improve conditions. As well, the County and LADWP are investigating moving the ponds portion of the McNally Ponds and Native Pasture Project from the McNally Ditch, where the water supply is both unreliable and/or prone to creating drawdown impacts, to an area just below Farmers Pond, where upstream water resources might allow reliable annual operation of substitute ponds in an environment more favorable to waterfowl and conducive to habitat development.

### ***Sustainable Groundwater Management for the Owens Valley (SGMA)***

The Sustainable Groundwater Management Act of 2014 (SGMA) requires that local Groundwater Sustainability Agencies (GSA) manage groundwater basins in California. The Owens Valley Groundwater Basin (Basin) includes Owens, Chalfant, Hammil, and Benton valleys, and originally, Inyo County, Mono County, City of Bishop, and the Tri Valley Groundwater Management District were designated as individual GSA's. In 2018, the four agencies withdrew as GSA's to allow the Owens Valley Groundwater Authority (OVGA) to become the exclusive GSA for the Basin. Seven additional community service districts also elected to become members of the OVGA. A grant was acquired and consultant selected to develop the Groundwater Sustainability Plan (GSP) for the Basin in late 2019. The Basin

initially was designated as medium priority which requires that groundwater must be managed by a local GSA in accordance with an approved GSP. Work to prepare the GSP by staff and the consultant, Daniel B. Stephens and Associates, began in earnest in early 2019. The Basin boundary adjustment triggered a re-evaluation of the Basin priority by the Department of Water Resources which released a draft report in April 2019 designating the Basin as low priority. Under SGMA, low priority basins are not required to be managed by a GSA. Following several months of uncertainty, the OVGA decided that regardless of the basin status, the agency should proceed with development of the GSP. The designation of the basin as low priority was finalized in December 2019. Four agencies subsequently decided in 2020 to withdraw from the OVGA. Additional changes to the OVGA composition occurred in 2020 when the Owens Valley Committee (a local environmental group) and the Lone Pine Paiute Shoshone Tribe were added as Interested Parties.

Work on the GSP accelerated in 2020, specifically the components to acquire existing hydrologic data, describe the basin hydrology, water balance, groundwater dependent ecosystems, and hydrologic conceptual model, prepare draft sustainable management criteria, develop an online hydrologic database management system and website, and adoption of a mission statement and public engagement plan. The OVGA is on track to complete an internal administrative draft of the GSP in early 2021.

#### ***Local Agricultural Study***

The Agriculture Department worked with a consultant to complete a study aimed at quantifying the value of local agriculture to our economy. This study was completed in 2017 and provides more in-depth analysis than the gross production value that is presented in the annual Crop and Livestock Report. Areas of analysis include comparison to other local industries, valuation of industries reliant on or linked to agriculture, economic ties between Inyo and Mono Counties, number of jobs maintained by this industry, economic contributions by crop and land ownership, a valuation of taxes generated by this industry, and estimated value of ecosystem services provided by agricultural producers. This report continues to provide valuable information to the County.

The Agriculture Department also continued the continuing education in 2020, but later than normal and via zoom due to Covid. The Eastern Sierra Weed Management Area and Owens Valley Mosquito Abatement Program divisions fully implemented a GIS based electronic field monitoring and reporting system that will help to provide more efficient and effective survey, treatment, and reporting of field operations.

#### ***Cannabis***

The division began inspections of cultivation sites and continued inspections of retail locations. Various changes were made to the Inyo County Code in relation to cannabis with the input of industry and other county departments with the intention of improving and streamlining processes. The division also implemented a licensing system to integrate application review, renewals, taxes, and other processes into one system.

### **III. General Plan Elements**



The General Plan details the County's guiding principles for a variety of planning topics and is the roadmap for future development. California Government Code Section 65300 et seq. provides direction and specifications for the content of the General Plan. The following seven elements are required:

- Land Use
- Circulation
- Conservation
- Open Space
- Noise
- Safety
- Housing

The elements may be combined or renamed, but basic requirements must be included. An agency may adopt any type of optional element, such as an Economic Element, at its discretion. Only the Housing Element must be certified by another agency (i.e., HCD), although the State Geologist and CalFire provide some oversight of other aspects.

The Inyo County General Plan consists of the following Elements:

- Government
- Land Use
- Economic Development
- Housing
- Circulation
- Conservation/Open Space
- Public Safety

Subtopics are included in the elements to meet California's requirements. The following sections address implementation for each of the County's General Plan Elements.

### **Government Element**

The Government Element includes the following goals (i) promoting consistency of other agencies' actions with General Plan (Goal Gov-1), (ii) encouraging collaborative planning and public participation (Goal Gov-2), (iii) increasing private land ownership (Goal Gov-3), (iv) guiding federal land actions and encouraging economic development (Goal Gov-4), (v) protecting and developing water resources (Goal Gov-5), (vi) preserving and expanding agriculture (Goal Gov-6), (vii) enhancing opportunities for recreation, including for off-road vehicles, hiking, and biking (Goal Gov-7), (viii) encouraging improved management of wildlife and fisheries (Goal Gov-8), (ix) promoting exploration, development, and reclamation of mineral resources (Goal Gov-9), (x) balancing energy development (Goal Gov-10), and (xi) enhancing transportation and preserving access (Goal Gov-11)

To achieve these goals, the County has continued dialogue with local, regional, State, and federal agencies on a variety of projects, as discussed elsewhere in this report, thereby continuing the previous coordination efforts with other agencies. The County constantly strives to ensure collaboration between national, California, and regional agencies as required

by federal, State, and local regulations. The County works to make such agencies aware of County programs and policies and bring their actions into conformance with the General Plan. During 2018, the County worked with the US Forest Service, BLM, the US Fish and Wildlife Service, the National Park Service and other state and federal agencies in regional planning efforts affecting Inyo County resources.

The County also involves citizens, Native American tribes, and public interest groups in the planning process whenever feasible. Staff works to ensure that the public is made aware of all planning projects through mailings and notices in the newspaper to allow for their participation. Routine feedback and public input is requested, and the County's website is maintained to provide for current up-to-date information regarding planning issues.

### **Land Use Element**

The Land Use Element guides County land use policy and insures that appropriate development takes place, with adequate provision of public services and utilities. Land use designations are specified, defined, and mapped in the Land Use Diagrams. The land use designations roughly correspond to the County's zoning districts. Public services and utilities are also addressed in the Land Use Element. Development in and around existing towns is encouraged, which is where most building permits are issued.

Potential impacts from new development are assessed under CEQA. Additional conditions of approval and mitigation may be required if deemed necessary to provide for issues such as screening, habitat conservation, parking, and noise-reduction, or otherwise address issues per the General Plan's direction.

### **Economic Development Element**

The Economic Development Element works to support long-term efforts to improve economic conditions for all County residents, and addresses tourism, natural resources, and retail sales. Towards these ends, the County has continued to promote access to public lands and limit any new restrictions being planned. Promotions regarding Inyo County in major population centers elsewhere in the State (including at the State fair) are carried out. Filming opportunities are exploited, and several dramatic locations were featured in film, television, and other venues in 2020.

### **Housing Element**

The Housing Element works to provide housing for all of the community, and addresses the needs of specified populations. In 2014, the County updated the Housing Element, which was certified by HCD. Preliminary data indicate that in 2020 sixteen new units were applied for, and that construction began on a significant number of new units.

The County continues to work with service providers to provide for the needs of lower-income households, the disabled, and other special needs populations, per the direction provided by the Housing Element. The County is also working to update the Zoning

Ordinance, which incorporates new State zoning requirements regarding housing.

### **Circulation Element**

The Circulation Element addresses a wide variety of topics, including roads, scenic highways, public transportation, bicycles and trails, railroads, aviation, canals, pipelines, and transmission cables. These planning programs prioritize improvement to achieve implementation measures for roadway repaving and reconstruction projects.

As discussed previously, projects are reviewed to minimize impacts, provide for parking, reduce vehicle trips, and optimize transportation access. Continuing improvement in telecommunications infrastructure provides opportunities for telecommuting and economic development, and Digital 395 provides an excellent opportunity for telecommunications enhancements locally. The County continues to work with Caltrans regarding the Olancho-Cartago Four-Lane project and began a corridor study for the area proposed to be abandoned. Several major road projects were underway in 2019, including the design of two bridge replacement projects and South Lake Road located west of Bishop.

The Adventure Trails project works to provide access and encourage economic development. Viewshed issues along scenic highways are also addressed, as they may apply. The County continues to encourage the Forest Service and other federal agencies to address local concerns regarding appropriate motorized transport on federal lands and to otherwise maintain and improve access.

The County continues to work with and support ESTA to implement transit service throughout the County and beyond. The Short Range Transit Plan completed in 2016 and the Roles and Responsibilities Analysis started in 2010 implement the General Plan's direction to support and promote public transit and accessibility. In 2016, the County approved the Inyo County Active Transportation Plan (ATP), which includes bicycles, pedestrians, safe-routes-to-schools, and recreation trails. An update to the Regional Transportation Plan (RTP) is required every four years. The latest update was scheduled, completed and approved in 2019.

The County worked with the City of Bishop, Caltrans, and other local stakeholders to implement the Collaborative Bikeways Plan, which was adopted in 2008. This project implements the Circulation Element's bicycle goals, policies, and implementation measures. As discussed above, the Inyo 2016 ATP built upon and incorporated the policies and goals set forth in the 2008 bikeways plan. Continued coordination with LADWP, the Forest Service, and the BLM ensures appropriate trail maintenance and access to public lands.

The County continues its planning efforts towards commercial air service at the Bishop Airport. The County continues working on improving other airports in its jurisdiction by seeking grant funds and coordinating with Caltrans and the Federal Aviation Administration. The Bishop Airport layout plan and narrative was also completed and sent to the FAA for review and approval in 2019. Work continued throughout 2020 on the project.

## **Conservation/Open Space Element**

The Conservation and Open Space Element works to provide for resource management, open space for recreation, and park development. Inyo County's Open Space Element includes sections on soils, agriculture, minerals and energy, water, biology, cultural (i.e., archaeology), visual, and recreation.

The County continues its programs to support agriculture and ranching. Mineral resource development is encouraged, and the County reviews projects to ensure compliance with SMARA and other regulations. As discussed above, the Planning Commission continues its work providing oversight for reclamation plans, and staff inspected 79 mines in 2019. The County is working with State and federal agencies to encourage appropriate mineral production.

The Environmental Health Department provides oversight and permitting for potable water and wastewater treatment systems in order to manage and improve water quality. Individual projects are reviewed to ensure that they do not adversely impact groundwater quality or quantity. Work on the LORP and other enhancement projects improve surface water quality through biological filtering. Water transfers are reviewed to minimize environmental and economic effects. Potential impacts on biological, cultural, and visual resources are analyzed for projects and programs through environmental review processes. Architectural Design review in Lone Pine is carried out to ensure compatibility. The County continues to work to improve its parks and provide access to federal lands.

The County continued to participate in the Quadstate Local Government Authority. The County served on the Desert Tortoise Oversight Group, the Desert Managers Group, and the Desert Advisory Council as a way of providing a voice in regional planning initiatives and policy development.

## **Public Safety Element**

The Public Safety Element works to reduce hazards regarding air quality, floods, avalanches, wildfires, geology and seismicity, and noise. The County continues to cooperate with DWP to reduce dust from Owens Lake, and evaluates air quality issues for major discretionary projects. Building permits and other development proposals are reviewed for flooding, fire, avalanche, and faulting hazards. The County continued its work on a Hazard Mitigation Plan in 2017 and it was approved by FEMA in December 2017. In September 2018 the County's General Plan Public Safety Element was amended to add by reference the Hazard Mitigation Plan. Incorporating the MHMP into the General Plan is beneficial to the County as it adds identification of potential hazards, analysis, and mitigation language to the General Plan; and, it opens up more potential funding opportunities to the County in the event of a disaster.

## **IV. General Plan and Zoning Code Update**

The County comprehensively updated its General Plan on December 11, 2001. One of the

follow-up actions was to update the County's Zoning Code per the direction provided in the General Plan. During the past several years staff has been working to update the Zoning Code and conducting workshops on proposed changes with both the Planning Commission and the Board of Supervisors. As a result of those changes to the Zoning Code, related changes to the General Plan are being considered to maintain consistency between the two documents.

During 2013, staff held numerous meetings with stakeholders and public workshops throughout the County to provide information, and receive input and feedback on the updated general plan and zoning code update. Results of the stakeholder and public outreach were presented to the Planning Commission in late 2013 and to the Board of Supervisors in early 2014. Staff is incorporating the results of public outreach, as well as comments from the Planning Commission and Board of Supervisors, and working to conduct environmental review in 2021.

## **V. Conclusion**

The General Plan is the County's constitution and guiding vision. Due to the world's ever-changing nature, upkeep and maintenance of the General Plan is a continuous process. The County implements the General Plan's vision on a day-to-day basis in its many planning projects, and strives to include the public in the decision-making process.

The County provided leadership and participated in many planning activities in 2020, as identified in this report. It continued its project review responsibilities to further the General Plan's goals, policies, programs, and implementation measures.

## Appendix A

### Government Code Section 65400

(a) After the legislative body has adopted all or part of a general plan, the planning agency shall do both of the following:

(1) Investigate and make recommendations to the legislative body regarding reasonable and practical means for implementing the general plan or element of the general plan, so that it will serve as an effective guide for orderly growth and development, preservation and conservation of open-space land and natural resources, and the efficient expenditure of public funds relating to the subjects addressed in the general plan.

(2) Provide by April 1 of each year an annual report to the legislative body, the Office of Planning and Research, and the Department of Housing and Community Development that includes all of the following:

(A) The status of the plan and progress in its implementation.

(B) The progress in meeting its share of regional housing needs determined pursuant to Section 65584 and local efforts to remove governmental constraints to the maintenance, improvement, and development of housing pursuant to paragraph (3) of subdivision (c) of Section 65583.

The housing element portion of the annual report, as required by this paragraph, shall be prepared through the use of forms and definitions adopted by the Department of Housing and Community Development pursuant to the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2). Prior to and after adoption of the forms, the housing element portion of the annual report shall include a section that describes the actions taken by the local government towards completion of the programs and status of the local government's compliance with the deadlines in its housing element. That report shall be considered at an annual public meeting before the legislative body where members of the public shall be allowed to provide oral testimony and written comments.

The report may include the number of units that have been substantially rehabilitated, converted from nonaffordable to affordable by acquisition, and preserved consistent with the standards set forth in paragraph (2) of subdivision (c) of Section 65583.1. The report shall document how the units meet the standards set forth in that subdivision.

(C) The degree to which its approved general plan complies with the guidelines developed and adopted pursuant to Section 65040.2 and the date of the last revision to the general plan.

(b) If a court finds, upon a motion to that effect, that a city, county, or city and county failed to submit, within 60 days of the deadline established in this section, the housing element portion of the report required pursuant to subparagraph (B) of paragraph (2) of subdivision (a) that substantially complies with the requirements of this section, the court shall issue an order or judgment compelling compliance with this section within 60 days. If the city, county, or city and county fails to comply with the court's order within 60 days, the plaintiff or petitioner may move for sanctions, and the court may, upon that motion, grant appropriate sanctions. The court shall retain jurisdiction to ensure that its order or judgment is carried out. If the court determines that its order or judgment is not carried out within 60 days, the court may issue further orders as provided by law to ensure that the purposes and policies of this section are fulfilled. This subdivision applies to proceedings initiated on or after the first day of October following the adoption of forms and definitions by the Department of Housing and Community Development pursuant to paragraph (2) of subdivision (a), but no sooner than six months following that adoption.















# County of Inyo



## Sheriff

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** March 16, 2021

**FROM:** Office of the Sheriff

**SUBJECT:** Extend Microwave Link agreement with Cal-OES.

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**RECOMMENDED ACTION:**

Request Board: A) amend the Fiscal Year 2020-2021 Sheriff General Budget (022700) as follows: increase appropriations in revenue code Operating Transfers In (4998) by \$8,230 and increase appropriations in expense code Professional Services (5265) by \$8,230 (*4/5ths vote required*); B) amend the Fiscal Year 2020-2021 Sheriff AB443 Trust (502709) as follows: increase appropriations in expense code Operating Transfers Out (5801) by \$8,230 (*4/5ths vote required*); and C) ratify and approve amendment number one (1) between the County of Inyo and Cal-OES for the provision of microwave link maintenance increasing the amount not to exceed from \$65,000 to \$86,667 and extend the period from December 31, 2020 through December 31, 2021 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 extend the microwave link maintenance agreement with Cal-OES for one year and increase the agreement total to include maintenance costs through the extended term.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

March 20, 2018 the County entered into California Standard Agreement #6133R-2017 for one microwave link between Independence and Roger's Peak Repeater. The standard contract allows for a one year extension period that we wish to exercise.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve the microwave link extension. Reliable communication is vital for our remote areas in emergency situations. The microwave link provides more reliable communication for the south eastern portion of Inyo County than the County's radios can.

**OTHER AGENCY INVOLVEMENT:**

The disaster services budget has been provided funding for this agreement through December 31, 2020.

**FINANCING:**

Financing will be included in the Sheriff General Budget 022700, Special and Professional Services object code 5265.

The Sheriff's Office does not have the available funding from general fund to absorb the costs for the remainder of the 2020-2021 fiscal year, January through June 2021 \$8,230.

AB443 funds will be recognized for the first 6 months, while we work to identify alternative funding sources, and there are sufficient fund balance to facilitate this request.

Request Board A) amend the Fiscal Year 2020-2021 Sheriff General Budget (022700) as follows: increase appropriations in revenue code Operating Transfers In (4998) by \$8,230 and increase appropriations in expense code Professional Services (5265) by \$8,230; (4/5ths vote required); and B) amend the Fiscal Year 2020-2021 Sheriff AB443 Trust (502709) as follows: increase appropriations in expense code Operating Transfers Out (5801) by \$8,230 (4/5ths vote required); and C) ratify and approve amendment number one (1) between the County of Inyo and Cal-OES for the provision of microwave link maintenance increasing the amount not to exceed from \$65,000 to \$86,667 and extend the period from December 31, 2020 through December 31, 2021 contingent upon the Board's approval of future budgets, and authorize the Sheriff or designee to sign, contingent upon all appropriate signatures being obtained.

**ATTACHMENTS:**

1. CALOES MICRO AGRMNT 2018
2. CALOES MICRO AMEND 2021
3. County Amendment

**APPROVALS:**

Jared Sparks	Created/Initiated - 3/2/2021
Darcy Ellis	Approved - 3/2/2021
Riannah Reade	Approved - 3/3/2021
Denelle Carrington	Approved - 3/3/2021
Jared Sparks	Approved - 3/3/2021
Marshall Rudolph	Approved - 3/3/2021
Amy Shepherd	Approved - 3/4/2021
Jeffrey Hollowell	Final Approval - 3/4/2021



May 22<sup>th</sup>, 2018

Inyo County Sheriff's Department  
Attention: Jeff Hollowell  
P.O. Box S  
Independence, CA 93526

**RE: Executed Agreement # 6133R-2017**

Enclosed you will find the executed Agreement # 6133R-2017 for your records.

Please contact me at [Tanyamai.Supamart@caloes.ca.gov](mailto:Tanyamai.Supamart@caloes.ca.gov) or (916) 845-8892 if you have any questions.

Thank you,



**Tanyamai Supamart**

*Contract Analyst, Contracts Unit*

California Governor's Office of Emergency Services (Cal OES)  
Procurement & Logistical Services Division  
p. 916.845.8892 | f. 916.845.8303  
3650 Schriever Avenue, Mather, CA 95655

*Enclosure(s)*  
*Agreement # 6133R-2017*

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**

STD 213 (Rev 06/03)

AGREEMENT NUMBER

**6133R-2017**

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

AGENCY'S NAME

Inyo County Sheriff's Department

CONTRACTOR'S NAME

California Governor's Office of Emergency Services (Cal OES)

2. The term of this January 1, 2018 or upon approval, whichever is later through December 31, 2020

Agreement is:

3. The Maximum amount of \$65,000.00

Agreement is: Sixty-Five Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

**FULLY EXECUTED**

Exhibit A – Statement of Work	4 Pages
Exhibit B – Budget Detail and Payment Provisions	1 Page
Exhibit B1 – Cost Worksheet	1 Page
Exhibit C – General Terms and Conditions for Interagency Agreements (GIA-610)	1 Page

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

California Governor's Office of Emergency Services (Cal OES)

BY (Authorized Signature)

*[Signature]*

DATE SIGNED (Do not type)

2-13-18

PRINTED NAME AND TITLE OF PERSON SIGNING

Tabitha Stout, Assistant Director of Administrative Services

ADDRESS

3650 Schriever Avenue  
 Mather, CA 95655

**AGENCY**

AGENCY NAME

Inyo County Sheriff's Department

BY (Authorized Signature)

*[Signature]*

DATE SIGNED (Do not type)

3/20/18

PRINTED NAME AND TITLE OF PERSON SIGNING

Jeff Hollowell, Undersheriff

ADDRESS

P.O. Box S  
 Independence, CA 93526

California Department of General Services Use Only



Exempt per:

*[Signature]*



---

**EXHIBIT A**  
**STATEMENT OF WORK (SOW)**

---

**INYO COUNTY SHERIFF'S DEPARTMENT**

**1. OBJECTIVE**

The California Governor's Office of Emergency Services, hereinafter referred to as "The Cal OES", will provide the Inyo County Sheriff's Office, hereinafter referred to as "the Agency", with utilization of California's Microwave Public Safety Communication system.

Specifically, the Agency will utilize one circuit from Independence Department of Transportation to Rogers Peak. Utilization of this circuit will not only increase Cal OES's microwave usage and reduce the microwave cost to Cal OES but will also benefit the Agency by not requiring the Agency to build their own microwave.

**2. TERM/PERIOD OF PERFORMANCE**

- A. The period of performance for this Agreement shall be for three (3) years, starting January 1, 2018 or upon approval, whichever is later, through December 31, 2020 with the option to extend for one (1) additional year.
- B. The Cal OES shall not be authorized to provide or commence the performance of services as described in the SOW of this Agreement until written approval has been obtained from all entities. Any delivery or performance of service that is commenced prior to the signing of the Agreement shall be considered voluntary on the part of the Cal OES and non-compensable.
- C. Consistent with the terms and conditions of the original solicitation, and upon mutual consent, the Agency and the Cal OES may execute written amendments for changes to this Agreement that were evaluated and considered. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, and agreed upon by both parties and approved, as required. No verbal understanding or agreement not incorporated into the Agreement is binding on any of the parties.

**3. BUDGETED AMOUNT**

The award of this Agreement shall not exceed \$65,000.00 and there is no obligation on the Agency's part to utilize the entire amount. Any increases in the budgeted amount will be at the rates evaluated and considered.

**4. PROJECT TASKS AND DELIVERABLES**

The Cal OES agrees to provide one circuit from Independence Department of Transportation to Rogers Peak.

## **5. UNANTICIPATED TASKS**

In the event that additional work must be performed which was wholly unanticipated and is not specified in the SOW, but which in the opinion of both parties is necessary to the successful accomplishment of the general scope of work outlined, the procedures outlined in this Section will be employed.

## **6. THE AGENCY RESPONSIBILITIES**

- A. The Agency will provide its own equipment and software necessary to use the microwave service.
- B. The Agency shall designate a primary contact person to whom all project communications may be addressed and who has the authority to act on all aspects of the services.
- C. The Agency will notify the State, in writing, of any changes in the personnel assigned to the tasks. If an Agency employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Agency will make every reasonable effort to provide suitable substitute personnel. The substitute personnel shall meet all requirements and must be approved in advance of any performance under the Agreement by the State via an approved Amendment.

## **7. THE CONTRACTOR RESPONSIBILITIES**

- A. The Cal OES and the Agency will employ the transport capacity for high priority (Public Safety) communications of various types (voice, data, and video).
- B. The Cal OES shall designate a person to whom all Agency communication may be addressed, and who has the authority to act on all aspects of the services. This person will review the SOW and associated documents with the Agency to ensure understanding of the responsibilities of both parties.
- C. The Cal OES shall provide access to department staff and management, offices and operation areas, as required, to complete the tasks and activities defined under this Agreement.

## **8. CANCELLATION**

The Agency or State may exercise its option to terminate the Agreement. Cancellation requires 30 days written notice prior to the start of the next Fiscal Year, by either party, to allow for the provisioning of alternate communication resources. In the event of such termination, the Agency shall pay all amounts due the State including disconnection costs.

## **9. PERFORMANCE**

The State and Agency will continue to perform system monitoring and maintenance of their respective systems, and will coordinate closely with each other to properly communicate, manage, and minimize any/all service interruptions due to planned or unplanned activities.

- A. The State will notify the Agency in writing within five (5) State business days after completion of each phase of service of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed.
- B. The Agency will, within five (5) State business days after initial problem notification, respond to the State by submitting a detailed explanation describing precisely how the identified services and/or products actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products.

In the event of such termination, the State shall pay all amounts due the Contractor for all work accepted prior to termination.

## 10. PROBLEM ESCALATION

The parties acknowledge and agree that certain technical and project related problems or issues may arise, and that such matters shall be brought to the State's attention. Problems or issues shall normally be reported in regular status reports. There may be instances, however, where the severity of the problems justifies escalated reporting. To this extent, the Contractor will determine the level of severity and notify the appropriate State personnel. The State personnel notified, and the time period taken to report the problem or issue, shall be at a level commensurate with the severity of the problem or issue. The State personnel include, but are not limited to, the following:

First level:            *Jim Pratt*, Senior Telecommunications Engineer  
(916) 657-9196

Second level:        *Moises Lopez*, Supervising Telecommunications Engineer  
(916) 657-6107

Third level:           *Scott Wallace*, Radio Communications Branch Manager  
(916) 657-1144

## 11. PROJECT REPRESENTATIVES

The technical representatives during the term of this Agreement will be:

State: California Governor's Office of Emergency Services	Agency: Inyo County Sheriff's Department
Name: Jacob Gomez	Name: Jeff Hollowell
Address: 601 Sequoia Pacific Blvd., Sacramento, CA 95811	Address: P.O Box S Independence, CA 93526
Phone: (916) 657-9695	Phone: (760) 878-0383
e-mail: <a href="mailto:Jacob.Gomez@caloes.ca.gov">Jacob.Gomez@caloes.ca.gov</a>	e-mail: <a href="mailto:jhollowell@inyocounty.us">jhollowell@inyocounty.us</a>

Direct all Agreement inquiries to:

State: CA Governor's Office of Emergency Services	Agency: Inyo County Sheriff's Department
Unit: Accounting and Purchasing Branch	Attention: Jeff Hollowell
Attention: Tanyamai Supamart	Address: P.O Box S Independence, CA 93526
Address: 3650 Schriever Ave Mather, CA 95655	Phone: (530) 846-5695
Phone: (916) 845-8892	Fax: (760)878-0389
Fax: (916) 845-8303	e-mail: <a href="mailto:jhollowell@inyocounty.us">jhollowell@inyocounty.us</a>
e-mail: <a href="mailto:Tanyamai.Supamart@caloes.ca.gov">Tanyamai.Supamart@caloes.ca.gov</a>	

---

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

---

1. Payment for services performed under this Agreement shall be set at the beginning of every state fiscal period.
2. The State will submit an invoice for payment associated with the individual payment amounts. Payment shall be based on the invoice that is subject to change each fiscal year. The State will submit monthly invoices with reference to the Contract number to:

**Inyo County Sheriff's Department**  
**Attention: Accounting Unit**  
**P. O. Box S**  
**Independence, CA 93526**

---

**EXHIBIT B-1  
COST SHEET**

---

Service Period: Fiscal Year 2017/2018

Microwave, one-time set up charges

Engineering services, 16 hours @ \$155.00 per hour	\$2,480.00
Technician labor 20 hours, travel 13 hours @ \$131 per hour	\$4,323.00
Project Management & Administration charges	<u>\$1,085.00</u>
Total Due:	\$7,888.00

Microwave, monthly state fiscal year 2017/2018 charges

INDEPENDCEDOTMS to ROGERSPEAK is 74.24 miles \$1,378.67

- \*FY 18/19: \$18,480 (\$1540 monthly)
- \*FY 19/20: \$18,480 (\$1540 monthly)

\*FY 18/19, 19/20 are estimates and are subject to change per the determined state microwave cost recovery being calculated annually by dividing total microwave costs by the number of circuits and providing each client the new annual monthly rate. A rate letter will go out annually informing what the rate will be charged for the next fiscal year.

\*\*There will also be a one-time charge for canceling microwave that will include technician labor and travel to disconnect services.

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**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS FOR INTERAGENCY AGREEMENTS (GIA-610)**

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The State's General Terms and Conditions for Interagency Agreements (GIA-610) are hereby incorporated by reference and made a part of this Agreement as if attached hereto. These documents may be viewed at:

<http://www.documents.dgs.ca.gov/ols/GIA-610.doc>

# *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 20<sup>th</sup> day of March 2018 an order was duly made and entered as follows:

**Sheriff/CAO-  
Emergency  
Services –  
CalOES &  
Sheriff  
Microwave  
Agreement**

Moved by Supervisor Griffiths and seconded by Supervisor Kingsley to approve the State of California Standard Agreement No. 6133R-2017 between the California Governor's Office of Emergency Services (CalOES) and the County of Inyo Sheriff's Department for the utilization of one microwave link circuit between the Independence Caltrans yard and the Rogers Peak radio repeater site, in an amount not to exceed \$65,000 for the period of March 20, 2018 through December 31, 2020 with a one-year extension option, contingent upon the approval of future budgets, and authorize the Sheriff (or his designee) to sign the agreement. Motion carried unanimously 4-0, with Supervisor Tillemans absent.

<b>Routing</b>
CC Purchasing Personnel Auditor CAO Emergency Services Other: Sheriff DATE: March 28, 2018

WITNESS my hand and the seal of said Board this 20<sup>th</sup>  
Day of March, 2018



KEVIN D. CARUNCHIO  
Clerk of the Board of Supervisor

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





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

For Clerk's Use Only: AGENDA NUMBER  19
--

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

**FROM:** Sheriff's Department/County Administrator- Emergency Services

**FOR THE BOARD MEETING OF:** March 20, 2018

**SUBJECT:** State of California Standard Agreement No. 6133R-2017 between the California Governor's Office of Emergency Services (Cal OES) and the County of Inyo Sheriff's Department

**DEPARTMENTAL RECOMMENDATION:**

Request your Board approve the State of California Standard Agreement No. 6133R-2017 between the California Governor's Office of Emergency Services (Cal OES) and the County of Inyo Sheriff's Department for the utilization of one microwave link circuit between the Independence Caltrans yard and the Rogers Peak radio repeater site, in an amount not to exceed \$65,000, for the period of March 20, 2018 through December 31, 2020 with a one-year extension option, and authorize the Sheriff (or his designee) to sign the agreement, contingent upon the approval of future budgets.

**SUMMARY DISCUSSION:**

The Sheriff's Department has been experiencing increased difficulties communicating with its deputies that are stationed in the Southeast portion of Inyo County. The communication difficulties are in addition to those that also include Emergency Medical Service and Fire Protection Service providers that also respond in this isolated area. These communication problems are attributed to the inability to have a reliable radio signal that can reach the Rogers Peak radio repeater site. Upon receiving information that the California Governor's Office of Emergency Services (Cal OES) has a microwave link (much like a telephone line) directly from the Caltrans yard in Independence to the Rogers Peak repeater site, the Sheriff's Department staff reached out to Cal OES to determine if it was feasible for Inyo County to enter into an agreement with Cal OES for a link to their microwave service. Cal OES agreed and has prepared the attached agreement for your consideration.

**ALTERNATIVES:**



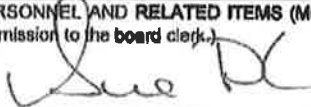
Your Board could choose not to approve the microwave link agreement, but this would not be in the best interest of the County. Reliable communication is vital when it comes to emergency services. The dependable structure of the microwave link will contribute to a more reliable communication system allowing for quicker response by law enforcement staff and emergency responders located in the Southeastern portion of Inyo County.

**OTHER AGENCY INVOLVEMENT:**

California Governor's Office of Emergency Services (Cal OES), Caltrans, Inyo County Sheriff's Department, Inyo County Office of Emergency Services, Emergency Service Providers, Fire Protection Services and first responders.

**FINANCING:**

There are funds available in the Fiscal Year 2017-2018 Board Approved Budget (Budget #023700 – Disaster Services, Object Code #5351 – Utilities) that can be used to cover these costs. Depending on future years' budgets, these costs may need to be absorbed in the Sheriff's budgets in future years.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county council prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>3/6/18</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>3/7/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>3/9/18</u>

**DEPARTMENT HEAD SIGNATURE:**  Date: 3/12/18  
(Not to be signed until all approvals are received)

AGREEMENT NUMBER <b>6133R-2017</b>
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:  

AGENCY'S NAME <b>Inyo County Sheriff's Department</b>
CONTRACTOR'S NAME <b>California Governor's Office of Emergency Services (Cal OES)</b>
- The term of this Agreement is: **January 1, 2018 or upon approval, whichever is later** through **December 31, 2020**  
 Agreement is:
- The Maximum amount of Agreement is: **\$65,000.00**  
**Sixty-Five Thousand Dollars and Zero Cents**
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Statement of Work	4 Pages
Exhibit B – Budget Detail and Payment Provisions	1 Page
Exhibit B1 – Cost Worksheet	1 Page
Exhibit C – General Terms and Conditions for Interagency Agreements (GIA-610)	1 Page

*Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)*

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b>		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>California Governor's Office of Emergency Services (Cal OES)</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <b>2-18-18</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Tabitha Stout, Assistant Director of Administrative Services</b>		
ADDRESS <b>3650 Schriever Avenue Mather, CA 95655</b>		
<b>AGENCY</b>		
AGENCY NAME <b>Inyo County Sheriff's Department</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <b>3/20/18</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Jeff Hollowell, Undersheriff</b>		
ADDRESS <b>P.O. Box S Independence, CA 93526</b>		
		<input type="checkbox"/> Exempt per:

---

**EXHIBIT A  
STATEMENT OF WORK (SOW)**

---

**INYO COUNTY SHERIFF'S DEPARTMENT**

**1. OBJECTIVE**

The California Governor's Office of Emergency Services, hereinafter referred to as "The Cal OES", will provide the Inyo County Sheriff's Office, hereinafter referred to as "the Agency", with utilization of California's Microwave Public Safety Communication system.

Specifically, the Agency will utilize one circuit from Independence Department of Transportation to Rogers Peak. Utilization of this circuit will not only increase Cal OES's microwave usage and reduce the microwave cost to Cal OES but will also benefit the Agency by not requiring the Agency to build their own microwave.

**2. TERM/PERIOD OF PERFORMANCE**

- A. The period of performance for this Agreement shall be for three (3) years, starting January 1, 2018 or upon approval, whichever is later, through December 31, 2020 with the option to extend for one (1) additional year.
- B. The Cal OES shall not be authorized to provide or commence the performance of services as described in the SOW of this Agreement until written approval has been obtained from all entities. Any delivery or performance of service that is commenced prior to the signing of the Agreement shall be considered voluntary on the part of the Cal OES and non-compensable.
- C. Consistent with the terms and conditions of the original solicitation, and upon mutual consent, the Agency and the Cal OES may execute written amendments for changes to this Agreement that were evaluated and considered. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, and agreed upon by both parties and approved, as required. No verbal understanding or agreement not incorporated into the Agreement is binding on any of the parties.

**3. BUDGETED AMOUNT**

The award of this Agreement shall not exceed \$65,000.00 and there is no obligation on the Agency's part to utilize the entire amount. Any increases in the budgeted amount will be at the rates evaluated and considered.

**4. PROJECT TASKS AND DELIVERABLES**

The Cal OES agrees to provide one circuit from Independence Department of Transportation to Rogers Peak.

## **5. UNANTICIPATED TASKS**

In the event that additional work must be performed which was wholly unanticipated and is not specified in the SOW, but which in the opinion of both parties is necessary to the successful accomplishment of the general scope of work outlined, the procedures outlined in this Section will be employed.

## **6. THE AGENCY RESPONSIBILITIES**

- A. The Agency will provide its own equipment and software necessary to use the microwave service.
- B. The Agency shall designate a primary contact person to whom all project communications may be addressed and who has the authority to act on all aspects of the services.
- C. The Agency will notify the State, in writing, of any changes in the personnel assigned to the tasks. If an Agency employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Agency will make every reasonable effort to provide suitable substitute personnel. The substitute personnel shall meet all requirements and must be approved in advance of any performance under the Agreement by the State via an approved Amendment.

## **7. THE CONTRACTOR RESPONSIBILITIES**

- A. The Cal OES and the Agency will employ the transport capacity for high priority (Public Safety) communications of various types (voice, data, and video).
- B. The Cal OES shall designate a person to whom all Agency communication may be addressed, and who has the authority to act on all aspects of the services. This person will review the SOW and associated documents with the Agency to ensure understanding of the responsibilities of both parties.
- C. The Cal OES shall provide access to department staff and management, offices and operation areas, as required, to complete the tasks and activities defined under this Agreement.

## **8. CANCELLATION**

The Agency or State may exercise its option to terminate the Agreement. Cancellation requires 30 days written notice prior to the start of the next Fiscal Year, by either party, to allow for the provisioning of alternate communication resources. In the event of such termination, the Agency shall pay all amounts due the State including disconnection costs.

## **9. PERFORMANCE**

The State and Agency will continue to perform system monitoring and maintenance of their respective systems, and will coordinate closely with each other to properly communicate, manage, and minimize any/all service interruptions due to planned or unplanned activities.

- A. The State will notify the Agency in writing within five (5) State business days after completion of each phase of service of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed.
- B. The Agency will, within five (5) State business days after initial problem notification, respond to the State by submitting a detailed explanation describing precisely how the identified services and/or products actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products.

In the event of such termination, the State shall pay all amounts due the Contractor for all work accepted prior to termination.

#### 10. PROBLEM ESCALATION

The parties acknowledge and agree that certain technical and project related problems or issues may arise, and that such matters shall be brought to the State's attention. Problems or issues shall normally be reported in regular status reports. There may be instances, however, where the severity of the problems justifies escalated reporting. To this extent, the Contractor will determine the level of severity and notify the appropriate State personnel. The State personnel notified, and the time period taken to report the problem or issue, shall be at a level commensurate with the severity of the problem or issue. The State personnel include, but are not limited to, the following:

First level: *Jim Pratt*, Senior Telecommunications Engineer  
(916) 657-9196

Second level: *Moises Lopez*, Supervising Telecommunications Engineer  
(916) 657-6107

Third level: *Scott Wallace*, Radio Communications Branch Manager  
(916) 657-1144

**11. PROJECT REPRESENTATIVES**

The technical representatives during the term of this Agreement will be:

<b>State:</b> California Governor's Office of Emergency Services	<b>Agency:</b> Inyo County Sheriff's Department
<b>Name:</b> Jacob Gomez	<b>Name:</b> Jeff Hollowell
<b>Address:</b> 601 Sequoia Pacific Blvd., Sacramento, CA 95811	<b>Address:</b> P.O Box S Independence, CA 93526
<b>Phone:</b> (916) 657-9695	<b>Phone:</b> (760) 878-0383
<b>e-mail:</b> <a href="mailto:Jacob.Gomez@caloes.ca.gov">Jacob.Gomez@caloes.ca.gov</a>	<b>e-mail:</b> <a href="mailto:jhollowell@inyocounty.us">jhollowell@inyocounty.us</a>

Direct all Agreement inquiries to:

<b>State:</b> CA Governor's Office of Emergency Services	<b>Agency:</b> Inyo County Sheriff's Department
<b>Unit:</b> Accounting and Purchasing Branch	<b>Attention:</b> Jeff Hollowell
<b>Attention:</b> Tanyamai Supamart	<b>Address:</b> P.O Box S Independence, CA 93526
<b>Address:</b> 3650 Schriever Ave Mather, CA 95655	<b>Phone:</b> (530) 846-5695
<b>Phone:</b> (916) 845-8892	<b>Fax:</b> (760)878-0389
<b>Fax:</b> (916) 845-8303	<b>e-mail:</b> <a href="mailto:jhollowell@inyocounty.us">jhollowell@inyocounty.us</a>
<b>e-mail:</b> <a href="mailto:Tanyamai.Supamart@caloes.ca.gov">Tanyamai.Supamart@caloes.ca.gov</a>	

---

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

---

1. Payment for services performed under this Agreement shall be set at the beginning of every state fiscal period.
2. The State will submit an invoice for payment associated with the individual payment amounts. Payment shall be based on the invoice that is subject to change each fiscal year. The State will submit monthly invoices with reference to the Contract number to:

**Inyo County Sheriff's Department**  
**Attention: Accounting Unit**  
**P. O. Box S**  
**Independence, CA 93526**



---

**EXHIBIT B-1  
COST SHEET**

---

Service Period: Fiscal Year 2017/2018

Microwave, one-time set up charges

Engineering services, 16 hours @ \$155.00 per hour	\$2,480.00
Technician labor 20 hours, travel 13 hours @ \$131 per hour	\$4,323.00
Project Management & Administration charges	<u>\$1,085.00</u>
Total Due:	\$7,888.00

Microwave, monthly state fiscal year 2017/2018 charges

INDEPENDCEDOTMS to ROGERSPEAK is 74.24 miles \$1,378.67

- \*FY 18/19: \$18,480 (\$1540 monthly)
- \*FY 19/20: \$18,480 (\$1540 monthly)

\*FY 18/19, 19/20 are estimates and are subject to change per the determined state microwave cost recovery being calculated annually by dividing total microwave costs by the number of circuits and providing each client the new annual monthly rate. A rate letter will go out annually informing what the rate will be charged for the next fiscal year.

\*\*There will also be a one-time charge for canceling microwave that will include technician labor and travel to disconnect services.

---

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS FOR INTERAGENCY AGREEMENTS (GIA-610)**

---

The State's General Terms and Conditions for Interagency Agreements (GIA-610) are hereby incorporated by reference and made a part of this Agreement as if attached hereto. These documents may be viewed at:

<http://www.documents.dgs.ca.gov/ols/GIA-610.doc>



December 23, 2020

Subject: Public Safety Communications Fiscal Year 2020/21 Billing Rates

Attention: **Public Safety Communications Client**

The Governor's Office of Emergency Services (Cal OES) is vested with statutory authority by Government Code 15277 to acquire, install, equip, maintain, and operate new or existing public safety communications systems, microwave communications systems, and facilities for public safety agencies. The State of California's public safety agencies are required to utilize services provided by Cal OES for any radio and microwave transmitting equipment installation, modification, or maintenance, including the programming of radio frequencies (State Administrative Manual section 4500). As such, Cal OES is committed to providing quality services and is pleased to announce its fiscal year 2020/21 billing rates. For fiscal year 2020/21, the CalOES Public Safety Communications (PSC) billing rates will be administered as follows:

- The hourly engineering, project management/technical support, and technician rates will increase 5%. Hourly rates will increase from \$179 to \$188 for engineering, \$162 to \$170 for project management/technical support, and \$151 to \$159 for technicians.
- The Annual Maintenance Service Program charges for your agency, if applicable, are provided on Attachment I. Depending on your usage of the services, you may experience an increase, decrease, or no change. Charges to billing codes where the total yearly amount is less than \$1,200, or where the agency has opted for annual billing, will be billed for the entire year on the invoice for the July 2020 service period.
- The California Public Safety Microwave Network (CAPSNET) service rates for FY 2020/21 are provided on Attachment II. If applicable to your agency, specific costs are provided on Attachment II-a. Depending on your usage of the services, you may experience an increase, decrease, or no change. Microwave rates are determined in advance for the year; therefore, circuits that are added or deleted during one month will not result in an increase or decrease in the cost for the next monthly billing cycle.

- The California Multiple Agency Radio System (CMARS) rate per radio, per month will increase 5%, if applicable to your agency.
- Storage rates for equipment/parts are \$.35 per cubic ft. and \$18.41 per pallet.
- For fixed rate mobile installation and removal charges, please contact the PSC area office. Refer to Attachment III for contact numbers.
- The Annual Maintenance Service Program, California Public Safety Microwave Network (CAPSNET), and the California Multiple Agency Radio System are billed at fixed rates and do not change throughout the year. The first invoice of the year will include July and August 2020 fixed rate charges. The invoice for the May 2021 service period (to be printed in June 2021) will be the last invoice submitted for fixed rate services for the fiscal year.
- Customers who pay fixed rate services with one annual payment, charges will be included on the July 2020 service period invoice. If an agency is participating in monthly billing and wishes to opt for annual billing of fixed rate services, please contact the PSC Client Billing and Cost Recovery Unit at [TDRMBilling@caloes.ca.gov](mailto:TDRMBilling@caloes.ca.gov).

Should you require additional information, please contact Marlene Ehresman at (916) 894-5081 or [Marlene.Ehresman@caloes.ca.gov](mailto:Marlene.Ehresman@caloes.ca.gov).

Sincerely,



Patrick J. Mallon  
Assistant Director

Attachments: Four (4)

Cc:

Tabitha Stout, Acting Deputy Director, Finance and Administration  
Scott Wallace, Branch Manager, Radio Communications, PSC  
Bobby Rodriguez, Branch Manager, Technical Services, PSC  
Layla Fassler, Labor Relations, CalOES

Fixed Rate Billing - INY

FY 2020-21

Bill Code	Agency	User	User Name	Monthly Microwave	Yearly Microwave
93028	INY	CSO	INYO COUNTY SHERIFF'S OFFICE	\$ 1,371.28	\$ 16,455.36



# **CALIFORNIA PUBLIC SAFETY MICROWAVE NETWORK (CAPSNET):**

## **Summary of Rates**

Prepared by:

The California Governor's Office of Emergency  
Services

Public Safety Communications

**JULY 2020**

## 1. Introduction

The rates shown in this document are valid for Fiscal Year (FY) 2020/21 and are effective July 1, 2020, and will remain in effect through June 30, 2021. Please direct questions on these rates, and requests for estimated costs, to your Public Safety Communications (PSC) Client Engineering Unit representative.

This pricing is based on the existence of facilities suitable for the installation of microwave equipment used to provide the requested services. If facilities are insufficient or do not exist, special construction charges could apply.

These charges are based on the service provided. Additions or changes may alter the prices set forth below.

## 2. Microwave Voice Circuit Service Rate

<b><u>VOICE CIRCUIT SERVICE RATES</u></b>	
MILEAGE BAND (MILES)	MONTHLY RATES [See Note (1)] (\$/MO)
First 10 miles (0 to 10)	21.59
Next 5 miles (11 to 15)	20.52
Next 5 miles (16 to 20)	15.42
Next 40 miles (21 to 60)	13.75
Next 40 miles (61 to 100)	13.50
Next 150 miles (101 to 250)	6.85
Next 100 miles (251 to 350)	5.19
Over 350 miles	1.68
Terminal [See note (2)]	116.72

**NOTES:**

(1) Mileage rates shown are for 300-3000 Hz voice circuits. Amounts are rounded for presentation; however, calculations are performed to several decimal points.

(2) Rate shown is for each customer interface; circuits normally have at least two terminals.

**CAPSNET COST REPORT (Attachment II-a)**

**AGENCY:** INY-CSO  
93028

<b>Total Terminal Count</b>	<b>Total Terminal Cost</b>	<b>Total Circuit Mileage</b>	<b>Total Mileage Cost</b>	<b>Total PABX Cost</b>	<b>Total Total Circuit Cost</b>
2.	\$233.44	74.24	\$1,137.84	\$0.00	\$1,371.28

**COST BREAKDOWN BY CIRCUIT**

Circuit Number	Circuit Name	Terminal Count	Terminal Cost	Circuit		Mileage Cost	PABX Cost	Total Circuit Cost
				Mileage	PABX			
INYBSR1421001	INYO CO SO ROGERS PK	2	\$233.44	74.24	\$0.00	\$1,137.84	\$0.00	\$1,371.28



**PUBLIC SAFETY COMMUNICATIONS  
AREA OFFICES / SHOPS**

<b>Area</b>	<b>Area Supervisor</b>	<b>Phone Number</b>
<u>AREA 1</u> Arcata, Crescent City Santa Rosa, Ukiah	Brian Smith	707-822-2288
<u>AREA 2</u> Red Bluff, Redding, Susanville, Yreka	Robert Hanson	530-224-4881
<u>AREA 4</u> West Sacramento Depot	Jaime Mercado	916-657-9835
<u>AREA 5</u> Nevada City, Oroville, Sacramento, Truckee	Bobby Theroux	916-894-5148
<u>AREA 6</u> Bishop, Camino, San Andreas, Sonora, Stockton	Chris Whaland	209-948-8007
<u>AREA 7</u> Fairfield, Oakland, Salinas, San Francisco, San Jose, San Luis Obispo, Vallejo	Jerry Martinez	916-894-5242
<u>AREA 8</u> Bakersfield, Fresno, Madera, Visalia	Carl Brandt	559-347-0687
<u>AREA 9</u> Baldwin Park, L.A. Vermont (RTMC), Santa Clarita, Signal Hill, Van Nuys, Ventura	Derek Vaughn	818-786-2297
<u>AREA 10</u> Ontario, San Bernardino, Victorville	Angelo Pouncy	909-947-1750
<u>AREA 11</u> Escondido, Palm Desert, Riverside, El Cajon	Kyle Matzke	760-738-7512
<u>AREA 40</u> Sacramento Mobile Install	Troy Niemi	916-894-5196

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 10/2019)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_\_\_\_\_ PAGES

AGREEMENT NUMBER <b>6133R-2017</b>	AMENDMENT NUMBER <b>1</b>	Purchasing Authority Number <b>GOES-0690</b>
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1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY NAME

Inyo County Sheriff's Department

CONTRACTOR NAME

California Governor's Office of Emergency Services (Cal OES)

2. The term of this Agreement is:

START DATE

January 1, 2018 or upon approval, whichever is later,

THROUGH END DATE

December 31, 2021

3. The maximum amount of this Agreement after this Amendment is:

\$86,667.00

Eighty-Six Thousand Six Hundred Sixty-Seven Dollars and Zero Cents.

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

1. Pursuant to Exhibit A, Statement of Work (SOW); Section 2, Term/Period of Performance; Paragraph C., Inyo County Sheriff's Department hereby extends the end date of the period of performance from December 31, 2020 to December 31, 2021.

2. Pursuant to Exhibit A, Statement of Work (SOW); Section 3, Budgeted Amount; Inyo County Sheriff's Department hereby increases the budgeted amount by \$21,667.00.

Previous contract value: \$65,000.00

New contract value: \$86,667.00

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

California Governor's Office of Emergency Services (Cal OES)

CONTRACTOR BUSINESS ADDRESS

3650 Schriever Avenue

CITY

Mather

STATE

CA

ZIP

95655

PRINTED NAME OF PERSON SIGNING

Heather Carlson

TITLE

Assistant Director, Administrative Services

CONTRACTOR AUTHORIZED SIGNATURE

DocuSigned by:

*Heather Carlson*

202006F0D1034D8...

DATE SIGNED

12/16/2020

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 10/2019)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_\_\_\_\_ PAGES

AGREEMENT NUMBER <b>6133R-2017</b>	AMENDMENT NUMBER <b>1</b>	Purchasing Authority Number <b>GOES-0690</b>
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**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Inyo County Sheriff's Department

CONTRACTING AGENCY ADDRESS

P. O. Box 5

CITY

Independence

STATE

CA

ZIP

93526

PRINTED NAME OF PERSON SIGNING

Jeff Hollowell

TITLE

Sheriff

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

12/16/2020

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**AMENDMENT NUMBER 01**

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
State of California, Office of Emergency Services  
FOR Microwave Management Services**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and State of California Office of Emergency Services (Cal-OES)(hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated March 20, 2018 , on State of California Standard Contract No.#6133R-2017, for the term from January 1, 2018 through December 31, 2020.

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

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

County and Contractor hereby amend such Agreement as follows:

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

The term of this Agreement shall be from January 1, 2018 through December 31, 2021

2. Paragraph **3. Maximum amount.** Is amended to read as follows:

The maximum amount of this agreement after this amendment is: \$86,667.00 Eighty Six Thousand Six Hundred Sixty Seven Dollars and Zero Cents.

/// NOTHING FOLLOWS ///

The effective date of this Amendment to the Agreement is \_\_\_\_\_.

County of Inyo Standard Contract - No \_\_\_\_\_

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

**AMENDMENT NUMBER 1**

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
State of California, Office of Emergency Services  
FOR Microwave Management Services**

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



# County of Inyo



## Sheriff

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** March 16, 2021

**FROM:** Jared Sparks

**SUBJECT:** Approval of contract with MRA for use of their UHF trunked radio system.

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**RECOMMENDED ACTION:**

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

**SUMMARY/JUSTIFICATION:**

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

In recent years, especially in recent months, we have seen the performance and reliability of our current radio system in drastic decline. Our current radio technicians do not believe our current system will make to the end of the year before a catastrophic, complete, system failure occurs. We currently do not have reliable or acceptable performance radio communication with our deputies in the Desert beat or the Tecopa Volunteer Fire Department. Recently there have been numerous, multiple-day, outages where our current radio system has been down in the desert leaving deputies, fire and ambulance service with no means of communication to be dispatched to calls or contact Dispatch for help. Our current microwave system has been unreliable and offering poor performance. Additionally, we have been plagued with system outages at our Silver Peak repeater station which covers the northern part of the county including Bishop and Round Valley. Repairs and service calls to radio technicians have been costly and occurring almost weekly.

Each mountain top repeater site includes radio equipment, antennas, cables, banks of batteries, and solar panels. All of which must be maintained. Each mountain top site is owned by a private vendor which charges us rental fees to house our equipment and utilize its antenna tower. Much of our equipment has far eclipsed the industry standards for service life and is due for replacement.

Anticipating a radio system failure and replacement, the Sheriff's Office began researching reliability centered, future forward radio solutions. Through this research we were faced with two viable options. Option one was a

total replacement of our radio system which would be a multi-million dollar project. Option two was to contract with a private radio network vendor who already has established radio network infrastructure in our area.

Mobile Relay Associates (MRA) currently operates the largest NEXEDGE digital radio network in the world. This network provides digital two-way radio coverage throughout most of Inyo County and in fact offers more coverage than our current two-way radio system. The MRA network also has coverage in neighboring counties including Kern, Mono, Esmeralda (NV), and Nye (NV). The MRA NEXEDGE network also expands throughout Southern California. The MRA network is the only privately owned radio system in Inyo County. MRA is also in the process of expanding its already robust radio network coverage within Inyo County by installing additional mountain top and building repeater sites. This MRA trunked system would allow a County employee in Tecopa to talk to a County employee in Bishop, and everyone hear one another in-between as the repeater sites are linked (something our current system doesn't offer). Additionally, this MRA trunked system would allow the County to add users and give them their own channel without having to purchase a complete mountaintop repeater system. This would afford departments such as Parks and Recreation to have access to a radio system and Sheriff's Dispatch for a marginal cost.

MRA hosts radio users on this network for a subscription based cost much like a cellular telephone. Subscription costs could easily be offset by costs savings from taking county owned repeater equipment offline, and terminating rental agreements to private repeater site vendors. The entire radio infrastructure of the system is owned/maintained by MRA. MRA subscribers need not worry about infrastructure maintenance or repair costs. MRA also maintains and pays for the FCC licensing of the radio frequencies on its network.

Two-way radios cannot access the MRA radio network unless they are NEXEDGE compatible. The radios must also be programmed with a unique key that allows the radio to communicate on the MRA network. Only radios programmed by MRA, at the MRA facility, with MRA's unique key, can operate on the MRA network. This ensures network security.

MRA is also a full service radio maintenance and repair facility. MRA extends this service to customers who purchase radio equipment from them. MRA maintains the largest inventory of NEXEDGE capable equipment in the state. In the event of a catastrophic repeater site failure, MRA has the technical expertise and equipment inventory to replace a repeater site with minimal down time.

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

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

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

The Board could reject the contract however this option is not recommended since the alternative is; to continue patching along our current radio system until a complete failure occurs, or completely overhaul the two-way radio system which would be a multi-million dollar project.

#### **OTHER AGENCY INVOLVEMENT:**

County Counsel  
Auditors Office  
Risk Manager  
County Administrator

#### **FINANCING:**

Expenses will not be incurred until the system is up and running. We anticipate the system will take 3-5 months to set-up and test before going live with MRA. This contract involves a flexible cost to the County at \$26.50 per radio, per month regardless of the amount. The Sheriff's department estimates 10-15 radios to be activated in the first stages of this project however the full cost of the contract could result if full implemented in a total cost per year of \$47,700. Potential cost saving may be realized in the future by the elimination of maintenance cost for the radio infrastructure because the system is owned/maintained by MRA. Funding will be requested in the Sheriff's Department upcoming FY2021-2022 budget for review by budget team.

**ATTACHMENTS:**

1. Mobile Relay Associates Agreement

**APPROVALS:**

Jared Sparks	Created/Initiated - 2/26/2021
Darcy Ellis	Approved - 2/26/2021
Jared Sparks	Approved - 2/26/2021
Marshall Rudolph	Approved - 3/5/2021
Amy Shepherd	Approved - 3/9/2021
Riannah Reade	Approved - 3/9/2021
Jeffrey Hollowell	Approved - 3/9/2021
Clint Quilter	Approved - 3/9/2021
Aaron Holmberg	Final Approval - 3/9/2021



# REPEATER AGREEMENT

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

STATION DESCRIPTION:  
 STATION LOCATION:  
 CPE SUPPLIER:

## SPECIAL PROVISIONS

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

## TERMS OF PAYMENT:

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

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

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

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

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

Customer: \_\_\_\_\_ Inyo County \_\_\_\_\_

Address: \_\_\_\_\_ 550 Clay St \_\_\_\_\_

BY \_\_\_\_\_ DATE \_\_\_\_\_  
 (Signed)

City, State Zip: \_\_\_\_\_ Independence, Ca. 93526 \_\_\_\_\_

BY \_\_\_\_\_ TITLE \_\_\_\_\_  
 (Printed)

Phone No: \_\_\_\_\_ FAX: \_\_\_\_\_

BY \_\_\_\_\_ DATE \_\_\_\_\_  
 (Signed)

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

BY \_\_\_\_\_ TITLE \_\_\_\_\_  
 (Printed)

TIN \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

o) **[Reserved]**

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

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

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

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

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

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

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

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

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

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

## ATTACHMENT A

### AGREEMENT BETWEEN COUNTY OF INYO AND MOBILE RELAY ASSOCIATES, LLC ("MRA") FOR THE PROVISION OF LEASE OF UHF TRUNKED TWO-WAY RADIO SYSTEM

TERM: FROM 03/16/2021 TO 03/16/2026

#### SCOPE OF WORK:

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

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

1. MRA agrees to add complete sites, at MRA's expense, to areas where handheld radio coverage is inadequate and towns/populations justify it and so long as Inyo County provides the space for the site free of rent.
2. County of Inyo requires the highest queue of any user of the NEXEDGE Diga-Talk Network, so that Inyo County shall have priority network access at all times.
3. "Call Contention" is defined in this scope of work as any situation where network resources are inadequate, thus providing for Inyo County to be denied access to the network. This service shall be used by law enforcement and fire department for public safety "first responders" as well as non-emergency services (such as road maintenance, animal control, disaster services, etc.). It is essential to public safety operations that the Inyo County avoid a call contention situation. MRA shall provide the highest queue priority on the NEXEDGE Digital Trunking system to Inyo County first responders. MRA shall keep Inyo County on the highest priority level and notify Inyo County immediately in writing if there are plans that would impact Inyo County's exclusive highest priority level for all calls regarding police and fire. MRA must provide Inyo County a minimum fifteen (15 days) notice in writing prior to making any system change that would compromise the first responder use of the Diga-Talk Network.
4. MRA shall monitor channel utilization and evaluate when Inyo County requires additional channels. If Inyo County notifies MRA of "interference" or "Call Contention" MRA will investigate and discuss findings with Inyo County before any action is agreed upon.
5. MRA and Inyo County will communicate about radio operations, number of channels, any possible communication access delays experienced by Inyo County users no less than on a quarterly basis.
6. MRA agrees to install network equipment at Rogers Peak if County provides the opportunity using the County's existing contract at the site, and to render maintenance and related services for Inyo County.
7. MRA agrees to provide a 24/7 point of contact to report system outage.
8. MRA agrees to a maximum of a 4-hour response time to start diagnosing any network issue under all circumstances. MRA shall be on-site to county facilities and/or the failed tower site tower site within 24 hours, subject to the ability of MRA to obtain access to the site. A total system outage will require a 2-hour response time to start diagnosing the problem.
9. MRA shall minimally include Conway Summit, Mammoth Lakes, Casa Diablo, Mazourka Peak, Inyo County Offices, Cerro Gordo, El Paso Peak and Ibex Pass as a minimum coverage footprint. MRA shall provide service access for all radios on the Nevada/Rebel network.
10. MRA agrees that sites for use by Inyo County on the Diga-Talk Network minimally include Casa Diablo, Mazourka Peak, Inyo County Offices, Cerro Gordo, El Paso Peak and Ibex Pass have at least a secondary IP backup (such as a cellular modem or other method of maintaining a backup circuit). Compliance with this requirement can take up to 6 months after start of this contract.
11. MRA can use the County of Inyo's Mazourka solar building for installation of a site with the following terms:
  - a. MRA pays any fee increase to our lease due to the addition of their equipment.
  - b. MRA follows FCC and Forest Service/site rules and regulations.
  - c. MRA is liable to fix any damage to the building and/or solar equipment batteries that is related to anything installed by MRA.
  - d. MRA will not hold county liable for anything that happens to MRA's equipment at the site. County will not be responsible for any incurred liabilities for MRA equipment or employees at the site.
  - e. MRA maintains/services/keeps working including necessary parts, the county's solar system/batteries to an acceptable level to power our two repeaters. MRA can use the remainder of any available power/system.

- f. MRA is not responsible to repair the building or replace the solar system or its components that are subject to damage from outside sources such as vandalism, theft or acts of God not related to anything installed by MRA. MRA shall perform all acts within its abilities to facilitate repair under such circumstances but cannot be held responsible for such items.
  - g. If MRA separates from being an Inyo County's radio provider, MRA will remove their equipment at the County's request and the prior agreement will be terminated with at least 90 day notice to be given.
- 12. MRA will extend the same subscription rates we pay, for Inyo County public safety partners (local fire departments and/or City of Bishop Police) that we add later to our account or if they become a separate customer.
- 13. MRA guarantees that the Diga-Talk Network will be compatible with Kenwood 15-bit built-in encryption, DES 56-bit encryption or AES 256-bit encryption for all talk groups and radios. Some Kenwood radios require a hardware module that needs to be installed in the radio and some Kenwood radios require an encryption key at an additional cost for DES or AES encryption.
- 14. MRA agrees to provide access to 3 simplex channels that are FCC licensed at least throughout Inyo County for use where there is no network coverage.
- 15. MRA agrees to provide adequate number of talk-groups for the County at least up to five (5) for 150 subscriber radios and at least up to 15 talk-groups for 300 subscriber radios.



# County of Inyo



## Public Works

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** March 16, 2021

**FROM:** Travis Dean

**SUBJECT:** Approval of budget amendment and approval of the construction contract for the Progress House Generator Project (Project) to Eldridge Electric & Son, Inc. of Bishop, California.

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**RECOMMENDED ACTION:**

Request Board: A) amend the Fiscal Year 2020-2021 Deferred Maintenance Budget (011501) as follows: increase estimated revenue in Operating Transfers In (4998) by \$17,440 and decrease appropriation in Maintenance of Structures (5191) by \$14,000 and increase appropriation in Equipment (5650) by \$31,440 (*4/5ths vote required*); B) award the contract for the Progress House Generator Project (Project) to Eldridge Electric & Son, Inc. of Bishop, CA as the successful bidder; C) approve the construction contract between the County of Inyo and Eldridge Electric & Son, Inc. of Bishop, CA in the amount of \$31,439.89, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and D) authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.

**SUMMARY/JUSTIFICATION:**

The scope of work for this project consists of the purchase and installation of a backup generator and necessary components, at the Progress House in Bishop (located at 536 North Second Street).

The Project was advertised on February 16th and February 23rd 2021. On March 4th, 2021, one (1) bid was opened. The bid received is as follows;

Eldridge Electric & Son, Inc. \$31,439.89

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

At the February 9th, 2021 meeting of the Board of Supervisors, your Board approved plans and specifications for the Project, and authorized the Public Works Director to advertise the project for bids.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to award the bid and construction contract for the Project and to re-advertise. This is not recommended because it is unlikely that re-advertising will result in additional/lower bids.

**OTHER AGENCY INVOLVEMENT:**

Health and Human Services

**FINANCING:**

This budget amendment will allow the department to move forward with this project. The Mental Health and Health Budgets will be adjusted during the Third Quarter Review process to increase the operating transfers out into the Deferred Maintenance Budget.

**ATTACHMENTS:**

1. Bid Tabulation-Progress House Generator

**APPROVALS:**

Travis Dean	Created/Initiated - 3/9/2021
Darcy Ellis	Approved - 3/9/2021
Travis Dean	Approved - 3/9/2021
Melissa Best-Baker	Approved - 3/9/2021
Breanne Nelums	Approved - 3/9/2021
Denelle Carrington	Approved - 3/9/2021
Marshall Rudolph	Approved - 3/9/2021
Amy Shepherd	Approved - 3/9/2021
Michael Errante	Final Approval - 3/9/2021



**COUNTY OF INYO BID TABULATION**

**Project Title & Bid No.** 2P-20-026

**Bid Opening Date:** 03/04/21

**Location:** County Admin Center

	<i>BIDDER NAME</i>	<i>Bid Total</i>
1.	Eldridge Electric	\$ 31,439.89
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

**Opened By:** Darcy Ellis

**Present:** Hayley Carter

\_\_\_\_\_

\_\_\_\_\_





# County of Inyo



## Public Works

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** March 16, 2021

**FROM:** Jacob Trauscht

**SUBJECT:** Approve amendment 2 to the contract between the County of Inyo and Eastern Sierra Engineering for material testing services.

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**RECOMMENDED ACTION:**

Request Board ratify and approve Amendment 2 to the contract between the County of Inyo and Eastern Sierra Engineering of Reno, NV for the provision of material testing services in an amount not to exceed \$13,950 for the period of December 15, 2020 through May 31, 2021, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

Eastern Sierra Engineering (ESE) was retained to perform material testing services for the Independence Water Main Installation Project. Initially the project engineer (Jake Trauscht, Inyo County) assumed the work would proceed in such a way that only 5 field days would be required for material testing, however the contractor proceeded in such a way that 6 additional days of material testing were required (as well as 3 additional laboratory tests). The updated proposal from ESE is attached.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

This is the second amendment to this contract, the first did not increase the not-to-exceed amount but did add 'Sieve Analysis' to the scope of work.

The Independence water main installation project requires material testing to ensure the materials used are in compliance with the plans and specifications, and to verify that the trench backfill and final surface are properly compacted to ensure the water line is protected from off-road vehicular traffic common in the area.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The board could chose not to approve the amendment, however this is not recommended as the material testing is crucial for a proper project execution and for proper documentation for our USDA grant that partially funds this project.

**OTHER AGENCY INVOLVEMENT:**

The Independence Water Main Installation project has received a grant through the United States Department of Agriculture's Rural Development program in the amount of \$145,478.

**FINANCING:**

The amended contract will be paid out of:

152103 - Independence Water System (152198 Rollup Budget)

5265 - Professional and Special Services

**ATTACHMENTS:**

1. ESE Indy Pipeline Contract
2. ESE Indy Pipeline Contract Amendment 2
3. ESE Indy Pipeline Contract Amendment 1

**APPROVALS:**

Jacob Trauscht	Created/Initiated - 3/3/2021
Darcy Ellis	Approved - 3/4/2021
Jacob Trauscht	Approved - 3/8/2021
Breanne Nelums	Approved - 3/8/2021
Amy Shepherd	Approved - 3/8/2021
Marshall Rudolph	Approved - 3/9/2021
Michael Errante	Final Approval - 3/9/2021

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND Eastern Sierra Engineering, PC**

**FOR THE PROVISION OF Material Testing SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Material Testing services of Eastern Sierra Engineering, PC (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from December 15, 2020 to May 31, 2021 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- A. From \_\_\_\_\_ through \_\_\_\_\_
- B. From \_\_\_\_\_ through \_\_\_\_\_

County shall exercise such options by giving written notice to Contractor at least thirty (30) days before the expiration of the Agreement, or an extension thereof.

The notice shall specify the period of the options being exercised. The option to extend shall be upon the same terms and conditions stated in this Agreement.

**3. CONSIDERATION.**

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

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement. Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests

by Consultant for approval to incur travel and per diem expenses shall be submitted to the N/A. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Consultant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Consultant without the prior approval of the County.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$ 6,495 (initial term) \$ N/A (option 1) and \$ N/A (option 2) for a total of \$ 6,495 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. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Consultant's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State taxes.

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

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

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

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

#### 4. **WORK SCHEDULE.**

Consultant's obligation is to perform, in a timely manner, those services and work identified in Attachment A, which are requested by the County. It is understood by Consultant that the performance of these services and work will require a varied schedule. Consultant will arrange his/her own schedule, but will

coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

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

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

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

#### **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

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

#### **7. COUNTY PROPERTY.**

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

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

#### **8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.**

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

**9. STATUS OF CONSULTANT.**

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

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

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

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

**10. DEFENSE AND INDEMNIFICATION.**

Design Professional/Consultant agrees to indemnify, including the cost to defend, entity and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional/Consultant and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County; and does not apply to any passive negligence of the County unless caused at least in part by the Design Professional/Consultant.

**11. RECORDS AND AUDIT.**

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

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

**12. NONDISCRIMINATION.**

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

**13. CANCELLATION.**

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

**14. ASSIGNMENT.**

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

**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

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

**17. CONFIDENTIALITY.**

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

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

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

Consultant agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit,



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

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

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

**22. AMENDMENT.**

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

**23. NOTICE.**

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

<b>County of Inyo:</b>	
<u>Public Works</u>	Department
<u>168 N. Edwards</u>	Address
<u>Independence, CA 93526</u>	City and State

<b>Consultant:</b>	
<u>Eastern Sierra Engineering, PC</u>	Name
<u>140 Whitney Alley</u>	Address
<u>Bishop, CA 93514</u>	City and State

**24. ENTIRE AGREEMENT.**

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

///

///

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND Eastern Sierra Engineering, PC**

**FOR THE PROVISION OF Material Testing SERVICES**

21 IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
DAY OF December, 2020.

**COUNTY OF INYO**

By: [Signature]  
Signature  
ALVIN G. QUINTER  
Print or Type Name

Dated: 12/21/20

**CONSULTANT**

By: [Signature]  
Signature  
David Grah  
Print or Type Name

Dated: 4 December 2020

APPROVED AS TO FORM AND LEGALITY:

[Signature]  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]  
County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Eastern Sierra Engineering, PC

**FOR THE PROVISION OF** Material Testing **SERVICES**

**TERM:**

**FROM:** December 15, 2020

**TO:** May 31, 2021

**SCOPE OF WORK:**

See Attachment A-1

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Eastern Sierra Engineering, PC

**FOR THE PROVISION OF** Material Testing **SERVICES**

**TERM:**

**FROM:** December 15, 2020

**TO:** May 31, 2021

**SCHEDULE OF FEES:**

See Attachment A-1

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Eastern Sierra Engineering, PC

**FOR THE PROVISION OF** Material Testing **SERVICES**

**TERM:**

**FROM:** December 15, 2020

**TO:** May 31, 2021

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

See Attachment A-1

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Eastern Sierra Engineering, PC  
**FOR THE PROVISION OF** Material Testing Services **SERVICES**

**TERM:**

**FROM:** December 15, 2020 **TO:** May 31, 2021

**SEE ATTACHED INSURANCE PROVISIONS**

## **ATTACHMENT A-1**

10 November 2020

Jake Trauscht  
Associate Civil Engineer  
Inyo County Public Works Department  
168 N. Edwards Street  
Independence, CA 93526

**REVISED Proposal for Materials Testing Services  
Independence Water Main Installation Project**

Jake:

Eastern Sierra Engineering (ESE) is pleased to submit this REVISED proposal to provide Materials Testing Services for the Independence Water Main Installation project located just west of the community of Independence, California. This proposal is submitted in response to the request you sent 6 October 2020 and the clarification email you sent 6 November 2020.

We understand the project will install about 2800 feet of waterline, that the contractor for the work will be Trinity Construction, and that material testing is needed for quality assurance in accordance with Inyo County's Quality Assurance Program or QAP.

ESE's engineers and materials testers have extensive experience providing materials testing for a variety of private and public customers in the Eastern Sierra including Caltrans and Inyo County. We provide materials testing services on roadways, airfields, parks, storm water facilities, utilities, and commercial projects throughout the Eastern Sierra and Nevada. Our labs and testers, including those in Bishop, are qualified as specified in the Inyo County QAP.

We feel that ESE testing personnel are among the most qualified available and are dedicated to providing the highest level of service available in the Eastern Sierra. All ESE testing personnel are Caltrans, ACI and Nuclear Gauge certified, have extensive experience using California, ASTM and AASHTO Test Methods and have worked on many utility and large transportation projects in the region.

ESE maintains construction materials testing laboratories in northern Nevada and in the Eastern Sierra. Our Bishop laboratory is Caltrans-certified and our Reno laboratory is both AASHTO-accredited and Caltrans-certified. We also participate in the Caltrans Reference Samples Program (RSP). Our laboratories are fully equipped to perform the



testing required for utility and transportation projects including soils, aggregate, asphalt, and concrete testing.

We look forward working closely with Inyo County staff as well as the contractor on this project to make sure materials and work meet the project requirements while at the same time ensuring testing is provided in timely manner. We are acutely aware of the importance of schedule on a project like this one and believe we are well positioned to assist the county and contractor.

We propose the following fees:

Test	Fee
Caltrans Test 216	\$165 per test
Caltrans Test 231	\$150 per hour

Based on the testing intervals provided in the request for proposal document, our understanding of the project based on the request and the plans attached to it, and an assumed construction schedule, we estimate the total cost of our services on the project to be about \$ \$6,495.00. This total is based on the assumption that three Caltrans Test 216's (density curves) would be required and that five (as revised per your request) 8 hour days (including travel to and from Bishop) for Caltrans Test 231 (compaction) would be required. The total would be different if the actual number of tests or the actual hours are different.

We have reviewed the Inyo County Standard Contact and do not propose any changes. We also do not anticipate any conflicts of interest.

We appreciate the opportunity to be of service to Inyo County for this project. Please do not hesitate to contact me at 760-228-5049 or [dgrah@esengr.com](mailto:dgrah@esengr.com) if you have any questions or require additional information.

Sincerely,  
**Eastern Sierra Engineering, P.C.**



David Grah, P.E.  
Principal Engineer

**AMENDMENT NUMBER 2 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
EASTERN SIERRA ENGINEERING  
FOR THE PROVISION OF Material Testing SERVICES**

**WHEREAS**, the County of Inyo (hereinafter referred to as “County”) and Eastern Sierra Engineering of Bishop, CA (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of material testing services dated December 21, 2020, on County of Inyo Standard Contract No. 156, for the term from December 15, 2020 to May 31, 2021.

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

**WHEREAS**, County and Consultant do desire and consent to amend such Agreement as set forth below.

1. Section D ‘Limit upon amount payable under Agreement’ is to increase from \$6,495 to \$13,950. This change is due to a change in contractor schedule that required more days of field testing than originally scheduled.

The effective date of this amendment to the Agreement is February 1, 2021.

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

**AMENDMENT NUMBER 2 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
EASTERN SIERRA ENGINEERING  
FOR THE PROVISION OF Material Testing SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

**COUNTY OF INYO**

**CONTRACTOR**

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

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

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

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

APPROVED AS TO FORM AND  
LEGALITY:

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

APPROVED AS TO ACCOUNTING  
FORM:

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

**ATTACHMENT A1**

**AMENDMENT NUMBER 2 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
EASTERN SIERRA ENGINEERING  
FOR THE PROVISION OF Material Testing SERVICES**

**TERM:**

**FROM:** December 15, 2020 **TO:** May 31, 2021

**SCOPE OF WORK:**

See attached



**EASTERN  
SIERRA  
ENGINEERING**

main: 442.228.5049  
140 Whitney Alley  
Bishop, CA 93514  
www.esengr.com

CIVIL ENGINEERING & CONSTRUCTION SERVICES

3 March 2021

Jake Trauscht  
Associate Civil Engineer  
Inyo County Public Works Department  
168 N. Edwards Street  
Independence, CA 93526

**Proposal for Additional Materials Testing Services  
Independence Water Main Installation Project**

Jake:

Eastern Sierra Engineering (ESE) is pleased to submit this proposal to provide additional Materials Testing Services for the Independence Water Main Installation project. This proposal is intended to support of Amendment 2 to our contract with Inyo County. That original contract was executed 21 December 2020.

Inyo county requests testing in addition to what was included in our revised proposal dated 10 November 2020. In particular, the county requests up to 6 additional 8 hour days of compaction testing, 2 sieve analysis, and 1 rock correction test as shown below.

	Curve		Compaction		Sieve		Rock		Total
	per test	\$165.00	per hour	\$150.00	per test	\$90.00	per test	\$75.00	
Original	3	\$495.00	40	\$6,000.00	0	\$-	0	\$-	\$6,495.00
Additional	0	\$-	48	\$7,200.00	2	\$180.00	1	\$75.00	\$7,455.00
<b>New Total</b>		<b>\$495.00</b>		<b>\$13,200.00</b>		<b>\$180.00</b>		<b>\$75.00</b>	<b>\$13,950.00</b>

We appreciate the opportunity to be of service to Inyo County for this project. Please do not hesitate to contact me at 760-228-5049 or [dgrah@esengr.com](mailto:dgrah@esengr.com) if you have any questions or require additional information.

Sincerely,  
**Eastern Sierra Engineering, P.C.**

David Grah, P.E.  
Principal Engineer

**AMENDMENT NUMBER 1 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
EASTERN SIERRA ENGINEERING  
FOR THE PROVISION OF Material Testing SERVICES**

**WHEREAS**, the County of Inyo (hereinafter referred to as “County”) and Eastern Sierra Engineering of Bishop, CA (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of material testing services dated December 21, 2020, on County of Inyo Standard Contract No. 156, for the term from December 15, 2020 to May 31, 2021.

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

**WHEREAS**, County and Consultant do desire and consent to amend such Agreement as set forth below.

1. Attachment B to the Contract, Schedule of Fee's is amended as shown in Attachment B1 to the Contract.

The effective date of this amendment to the Agreement is January 21, 2021.

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

**AMENDMENT NUMBER 1 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
EASTERN SIERRA ENGINEERING  
FOR THE PROVISION OF Material Testing SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
9th DAY OF February, 2021.

**COUNTY OF INYO**

By: 

Dated: 2/9/21

**CONTRACTOR**

By:  David Grah

Dated: 3 February 2021

APPROVED AS TO FORM AND  
LEGALITY:

  
County Counsel

APPROVED AS TO ACCOUNTING  
FORM:

  
County Auditor

**ATTACHMENT A1**

**AMENDMENT NUMBER 1 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
EASTERN SIERRA ENGINEERING  
FOR THE PROVISION OF Material Testing SERVICES**

**TERM:**

**FROM:** December 15, 2020 **TO:** May 31, 2021

**SCOPE OF WORK:**

Scope of work is modified to include particle size analysis tests. These will be paid at the standard 2021 ESE rates as included in the schedule of fees (Attachment B-1).



**ATTACHMENT B1**

**AMENDMENT NUMBER 1 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
EASTERN SIERRA ENGINEERING  
FOR THE PROVISION OF Material Testing SERVICES**

**TERM:**

**FROM:** \_\_\_\_\_ December 15, 2020 **TO:** \_\_\_\_\_ May 31, 2021 \_\_\_\_\_

**SCHEDULE OF FEES:**

Payment for the rates and costs identified herein shall constitute full compensation for providing all services, labor, equipment, materials, and other incidentals necessary to perform all work described in Attachment A of the original Contract, *Scope of Work*, as well as the additional work indicated in Attachment A-1 of this contract amendment.

The Schedule of Fee's shown in this Attachment B1 contains the standard laboratory rates for 2021 for Eastern Sierra Engineering.

## 2021 STANDARD RATES FOR LABORATORY TESTING SERVICES

### I. **Laboratory Testing** **Tests**

### Unit Price/Test

#### *Index Tests*

Moisture Content of Soil (ASTM D2216, AASHTO T265)	\$20.00
Moisture Content and Dry Density of Soil	\$35.00
Atterberg Limits (ASTM D4318, AASHTO T89/90)	\$100.00

#### *Particle Size Analysis*

Sieve Analysis (ASTM C136, AASHTO T27)	\$90.00
Minus No. 200 Determination (ASTM D1140, AASHTO T11)	\$60.00
Hydrometer Analysis (ASTM D422, AASHTO T88)	\$250.00

#### *Specific Gravity*

Soils (AASHTO T100)	\$80.00
Fine Aggregate w/Absorption (ASTM C128, AASHTO T84)	\$80.00
Coarse Aggregate w/Absorption (ASTM C127, AASHTO T85)	\$75.00

#### *Moisture-Density Relations*

Standard Proctor (ASTM D698, AASHTO T99)	\$200.00
Modified Proctor (ASTM D1557, AASHTO T180)	\$240.00
Compaction Check Point	\$60.00
Rock Correction per Test	\$75.00

#### *Aggregate Testing*

Clay Lumps and Friable Particles (ASTM C142, AASHTO T112)	\$75.00
Flat and Elongated (ASTM D4791)	\$100.00
Fractured Faces (ASTM D5821, AASHTO T335)	\$80.00
Sand Equivalent (ASTM D2419, AASHTO T176))	\$75.00
Organic Impurities (ASTM C40, AASHTO T21)	\$50.00
Unit Weight of Aggregate (ASTM C29, AASHTO T19)	\$60.00
Sodium Soundness (ASTM C88, AASHTO T104)	\$60.00/ per fraction
Los Angeles Abrasion (ASTM C131, AASHTO T96)	\$130.00
Durability Index (ASTM D3744, AASHTO T210)	\$250.00
Cleaness Value (CT 227)	\$140.00
Fine Aggregate Angularity (ASTM C1252, AASHTO T304)	\$100.00

#### *Other Testing*

R-Value (ASTM D2844, AASHTO T190)	\$300.00
-----------------------------------	----------

#### *Concrete Testing*

Compression of Concrete Cylinder (ASTM C39)	\$25.00
Compression of Grout Cylinder (UBC 24-28)	\$20.00
Compression of Mortar Cylinder (UBC 24-22)	\$20.00
Hold Cylinder (cured not tested)	\$12.00
Concrete Mix Design	upon request

### ***Asphalt Concrete Testing***

Bitumen Content by Ignition	\$120.00
Bitumen Content by Solvent Extraction	\$220.00
Mechanical Analysis of Extracted Aggregate	\$90.00
Hveem Stability and Compaction - each	\$85.00
Marshall Stability and Flow - set of 3	\$250.00
Maximum Theoretical Specific Gravity (Rice)	\$100.00
Bulk Specific Gravity of HMA Specimen – each	\$50.00
Swell of Bituminous Mixtures	\$150.00
Moisture Content of Asphalt Mixture	\$40.00
Effects of Moisture on AC Mixtures (ASTM D4867, AASHTO T283)	
Lab Produced HMA Sample	\$1,200.00
Plant Produced HMA Sample	\$810.00
Lab Produced RHMA-G Sample	\$1,600.00
Plant Produced RHMA-G Sample	\$1,210.00
Hamburg Wheel-Tracking of Compacted HMA (AASHTO T324)	
Lab Produced HMA Sample	\$1,300.00
Plant Produced HMA Sample	\$1,040.00
Lab Produced RHMA-G Sample	\$1,700.00
Plant Produced RHMA-G Sample	\$1,440.00
Gyratory Compaction and Air Voids (AASHTO T312/T166)	
Lab Produced HMA Sample, Set of 3 Briquettes	\$510.00
Plant Produced HMA Sample, Set of 3 Briquettes	\$285.00
Lab Produced RHMA-G Sample, Set of 3 Briquettes	\$810.00
Plant Produced RHMA-G Sample, Set of 3 Briquettes	\$585.00
Moisture Vapor Susceptibility	\$150.00
RAP Testing (Caltrans LP-9/CT384)	\$2,070.00
Ignition Oven Calibration (Variable depending on number of specimens)	Variable
Compressive Strength of HMA	\$350.00
Hot Mix Asphalt Mix Design (Marshall, Hveem and Superpave)	upon request

-Laboratory test unit prices are based on the average running time required for each test. Any special research or unusual sample preparation will be based upon hourly personnel charges plus the unit price of the test.

-All samples will be discarded thirty (30) days after submission of our final report, unless otherwise directed by the client. Upon request, Eastern Sierra Engineering will return the samples to the client or keep them for the client for an agreed upon monthly fee.

-Any testing required that is not covered by this fee schedule will be contracted by an outside firm and the fee will be cost plus 10%.



# County of Inyo



## Public Works

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** March 16, 2021

**FROM:** Jacob Trauscht

**SUBJECT:** Ratify and Approve the Grant Agreement between USDA and The County of Inyo.

---

**RECOMMENDED ACTION:**

Request Board ratify and approve the grant agreement between the County of Inyo and the United States Department of Agriculture's Rural Development Program in the amount of \$145,478 for the Independence Water Main Installation Project, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

Inyo County Public works received a grant of \$145,478 through the United States Department of Agriculture's (USDA's) Rural Development program for the completion of the Independence Water Main Installation Project. In order to receive the funds the board must ratify and approve the Grant Agreement from USDA.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

The Independence Water Main Installation was completed by Trinity Construction on February 26, 2021, for a contract amount of \$191,983.97. USDA's Rural Development program provided a grant for \$145,478 for completion of the project.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The board could choose not to ratify and approve the Grant agreement, however this is not recommended as we would not receive funds for the completed Independence Water Main Installation Project.

**OTHER AGENCY INVOLVEMENT:**

The United States Department of Agriculture's Rural Development program provided a grant in the amount of \$145,478 for the completion of this project.

**FINANCING:**

Funding for this project was included in the FY 20/21 Water Systems budget. This will be deposited into the Independence Water System budget 152103 under Federal Other object code 4552.

**ATTACHMENTS:**

1. USDA Grant Agreement
2. Trinity Contract

**APPROVALS:**

Jacob Trauscht

Darcy Ellis

Jacob Trauscht

Breanne Nelums

Marshall Rudolph

Amy Shepherd

Michael Errante

Created/Initiated - 3/9/2021

Approved - 3/9/2021

Approved - 3/9/2021

Approved - 3/9/2021

Approved - 3/10/2021

Approved - 3/10/2021

Final Approval - 3/10/2021

**Water and Waste System Grant Agreement**

**United States Department of Agriculture**

**Rural Utilities Service**

THIS AGREEMENT dated \_\_\_\_\_, between

\_\_\_\_\_

a public corporation organized and operating under

\_\_\_\_\_

(Authorizing Statute)

herein called "Grantee," and the United States of America acting through the Rural Utilities Service, Department of Agriculture, herein called "Grantor," WITNESSETH:

**WHEREAS**

Grantee has determined to undertake a project of acquisition, construction, enlargement, or capital improvement of a (water) (waste) system to serve the area under its jurisdiction at an estimated cost of \$ \_\_\_\_\_ and has duly authorized the undertaking of such project.

Grantee is able to finance not more than \$ \_\_\_\_\_ of the development costs through revenues, charges, taxes or assessments, or funds otherwise available to Grantee resulting in a reasonable user charge.

Said sum of \$ \_\_\_\_\_ has been committed to and by Grantee for such project development costs.

Grantor has agreed to grant the Grantee a sum not to exceed \$ \_\_\_\_\_ or \_\_\_\_\_ percent of said project development costs, whichever is the lesser, subject to the terms and conditions established by the Grantor. Provided, however, that the proportionate share of any grant funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the Conditions of the grant.

As a condition of this grant agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out in 7 CFR 3015.205(b), which hereby are incorporated into this agreement by reference, and such other statutory provisions as are specifically set forth herein.

NOW, THEREFORE, In consideration of said grant by Grantor to Grantee, to be made pursuant to Section 306(a) of The Consolidated Farm and Rural Development Act for the purpose only of defraying a part not to exceed \_\_\_\_\_ percent of the project development costs, as defined by applicable Rural Utilities Service instructions.

**Grantee Agrees That Grantee Will:**

A. Cause said project to be constructed within the total sums available to it, including said grant, in accordance with the project plans and specifications and any modifications thereof prepared by Grantee and approved by Grantor.

B. Permit periodic inspection of the construction by a representative of Grantor during construction.

C. Manage, operate and maintain the system, including this project if less than the whole of said system, continuously in an efficient and economical manner.

D. Make the services of said system available within its capacity to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental handicap (possess capacity to enter into legal contract for services) at reasonable charges, including assessments, taxes, or fees in accordance with a schedule of such charges, whether for one or more classes of service, adopted by resolution dated \_\_\_\_\_, as may be modified from time to time by Grantee. The initial rate schedule must be approved by Grantor. Thereafter, Grantee may make such modifications to the rate system as long as the rate schedule remains reasonable and nondiscriminatory.

E. Adjust its operating costs and service charges from time to time to provide for adequate operation and maintenance, emergency repair reserves, obsolescence reserves, debt service and debt service reserves.

F. Expand its system from time to time to meet reasonably anticipated growth or service requirements in the area within its jurisdiction.

G. Provide Grantor with such periodic reports as it may require and permit periodic inspection of its operations by a representative of the Grantor.

H. To execute any agreements required by Grantor which Grantee is legally authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, another agreement of the same type need not be executed in connection with this grant.

I. Upon any default under its representations or agreements set forth in this instrument, Grantee, at the option and demand of Grantor, will repay to Grantor forthwith the original principal amount of the grant stated herein above with the interest at the rate of 5 percentum per annum from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Grant Agreement may be enforced by Grantor, at its option and without regard to prior waivers by it previous defaults of Grantee, by judicial proceedings to require specific performance of the terms of this Grant Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Grant Agreement and the laws and regulations under which this grant is made.

J. Return immediately to Grantor, as required by the regulations of Grantor, any grant funds actually advanced and not needed by Grantee for approved purposes.

K. Use the real property including land, land improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed.

1. Title to real property shall vest in the recipient subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.

2. The Grantee shall obtain approval by the Grantor agency for the use of the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

3. When the real property is no longer needed as provided in 1 and 2 above, the Grantee shall request disposition instructions from the Grantor agency or its successor Federal agency. The Grantor agency shall observe the following rules in the disposition instructions:

(a) The Grantee may be permitted to retain title after it compensates the Federal Government in an amount computed by applying the Federal percentage of participation in the cost of the original project to the fair market value of the property.

(b) The Grantee may be directed to sell the property under guidelines provided by the Grantor agency. When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return.

**[Revision 1, 04/17/1998]**

(c) The Grantee may be directed to transfer title to the property to the Federal Government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or project to the current fair market value of the property.

**This Grant Agreement covers the following described real property (use continuation sheets as necessary).**

L. Abide by the following conditions pertaining to equipment which is furnished by the Grantor or acquired wholly or in part with grant funds. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above.

**[Revision 1, 04/17/1998]**

1. Use of equipment.

(a) The Grantee shall use the equipment in the project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other Federally sponsored activities, if any, in the following order of priority:

1) Activities sponsored by the Grantor.

(2) Activities sponsored by other Federal agencies.

(b) During the time that equipment is held for use on the property for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the equipment was originally acquired. First preference for such other use shall be given to Grantor sponsored projects. Second preference will be given to other Federally sponsored projects.



2. Disposition of equipment. When the Grantee no longer needs the equipment as provided in paragraph (a) above, the equipment may be used for other activities in accordance with the following standards:

(a) Equipment with a current per unit fair market value of less than \$5,000. The Grantee may use the equipment for other activities without reimbursement to the Federal Government or sell the equipment and retain the proceeds.

(b) Equipment with a current per unit fair market value of \$5,000 or more. The Grantee may retain the equipment for other uses provided that compensation is made to the original Grantor agency or its successor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original project or program to the current fair market value or proceeds from sale of the equipment. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the original Grantor agency.

The Grantor agency shall determine whether the equipment can be used to meet the agency's requirements. If no requirement exists within that agency, the availability of the equipment shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor agency to determine whether a requirement for the equipment exists in other Federal agencies. The Grantor agency shall issue instructions to the Grantee no later than 120 days after the Grantee requests and the following procedures shall govern:

(1) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Grantor agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share ten percent of the proceeds for Grantee's selling and handling expenses.

(2) If the Grantee is instructed to ship the equipment elsewhere the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant project or program to the current fair market value of the equipment, plus any reasonable shipping or interim storage costs incurred.

(3) If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Grantor agency for such costs incurred in its disposition.

3. The Grantee's property management standards for equipment shall also include:

(a) Records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the project for which the equipment was acquired; location, use and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price or the method used to determine current fair market value if the Grantee reimburses the Grantor for its share.

(b) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.

(c) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.

(d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

(e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return.

**This Grant Agreement covers the following described equipment(use continuation sheets as necessary).**

M. Provide Financial Management Systems which will include:

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.
2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
3. Effective control over and accountability for all funds, property and other assets. Grantees shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
4. Accounting records supported by source documentation.

N. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's government which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts and transcripts.

O. Provide information as requested by the Grantor to determine the need for and complete any necessary Environmental Impact Statements.

P. Provide an audit report prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations and this Agreement.

Q. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or instrumentality's of states shall not be held accountable for interest earned on grant funds pending their disbursement.

R. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item K above.

S. To include in all contracts for construction or repair a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The Grantee shall report all suspected or reported violations to the Grantor.

T. To include in all contracts in excess of \$100,000 a provision that the contractor agrees to comply with all the requirements of the Clean Air Act (42 U.S.C. §7414 ) and Section 308 of the Water Pollution Control Act (33 U.S.C. §1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act and all regulations and guidelines issued thereunder after the award of the contract. In so doing the Contractor further agrees:

**[Revision 1, 11/20/1997]**

1. As a condition for the award of contract, to notify the Owner of the receipt of any communication from the Environmental Protection Agency (EPA) indicating that a facility to be utilized in the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities. Prompt notification is required prior to contract award.

2. To certify that any facility to be utilized in the performance of any nonexempt contractor subcontract is not listed on the EPA list of Violating Facilities pursuant to 40 CFR Part 32 as of the date of contract award.

**[Revision 1, 11/20/1997]**

3. To include or cause to be included the above criteria and the requirements in every nonexempt subcontract and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

As used in these paragraphs the term "facility" means any building, plan, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Grantee, cooperator, contractor, or subcontractor, to be utilized in the performance of a grant, agreement, contract, subgrant, or subcontract. Where a location or site of operation contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Grantor Agrees That It:

A. Will make available to Grantee for the purpose of this Agreement not to exceed \$\_\_\_\_\_ which it will advance to Grantee to meet not to exceed \_\_\_\_\_ percent of the project development costs of the project in accordance with the actual needs of Grantee as determined by Grantor.

B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the project and coordinating the plan with local official comprehensive plans for sewer and water and with any State or area plans for the area in which the project is located.

C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee as provided in paragraph I above or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the project will not produce beneficial results commensurate with the further expenditure of funds.

In witness whereof Grantee on the date first above written has caused these presence to be executed by its duly authorized

\_\_\_\_\_

attested and its corporate seal affixed by its duly authorized

\_\_\_\_\_

Attest:

\_\_\_\_\_

By \_\_\_\_\_

(Title) \_\_\_\_\_

By \_\_\_\_\_

(Title) \_\_\_\_\_

UNITED STATES OF AMERICA

RURAL UTILITIES SERVICE

By \_\_\_\_\_

(Title)

# **CONTRACT AND BOND FORMS FOR**

**INDEPENDENCE WATER MAIN INSTALLATION PROJECT**  
Independence, CA

**ENCLOSURES:**

Contract  
Faithful Performance Bond  
Labor and Material Payment Bond  
Insurance Requirements

**CONTRACT  
BY AND BETWEEN  
THE COUNTY OF INYO  
and**

**Lake Arrowhead Construction dba Trinity Construction, Inc., CONTRACTOR**

for the

**INDEPENDENCE WATER MAIN INSTALLATION PROJECT**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, October 13, 2020, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Lake Arrowhead Construction dba Trinity Construction, Inc. (hereinafter referred to as "CONTRACTOR"), for the construction or removal of the **INDEPENDENCE WATER MAIN INSTALLATION PROJECT** (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

**1. SERVICES TO BE PERFORMED.** CONTRACTOR shall furnish, at his/her own expense, all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the Special Provisions, which are incorporated herein by reference per section 4(c) of this Contract, within the Time for Completion set forth, as well as in all other in the Contract Documents, for:

Title: **INDEPENDENCE WATER MAIN INSTALLATION PROJECT**

**2. TIME OF COMPLETION.** Project work shall begin within 14 calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions.

**3. PAYMENT/CONSIDERATION.** For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of: One hundred ninety-one thousand nine hundred eighty-three and 97/100 dollars (\$ 191,983.97 ), adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

**4. ALL PROVISIONS SET FORTH HEREIN.** CONTRACTOR and COUNTY agree that this Contract shall include and consist of:

- a. All of the provisions set forth expressly herein;
- b. The Bid Proposal Form, the Faithful Performance Bond, and the Labor and Materials Payment Bond, all of which are incorporated herein and made a part hereof by this reference; and

c. All of the other Contract Documents, as described in **Section 5-1.02, "Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated May, 2020, all of which are incorporated herein and made a part of this Contract by this reference, including without limitation, the Bid Package, the Standard Specifications of the Inyo County Public Works Department, dated May, 2020, and the Special Provisions concerning this Project including the Appendices, the Plans, any and all amendments or changes to any of the above-listed documents, including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

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

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

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

**7. ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any and/or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent

of the County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor, nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor, unless otherwise required by law.

**8. CLAIMS RESOLUTION.** Pursuant to **Section 9204 of the Public Contract Code**, any and all claims submitted by Contractor to County will follow the provisions as set forth in the Project's Special Provisions.

**9. INSURANCE INDEMNIFICATION.** Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against all claims, damages, losses, and expenses, including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.

**10. INSURANCE.** For the duration of this Agreement, Contractor shall procure and maintain insurance of the scope and amount specified in Attachment 3 and with the provisions specified in that attachment.

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

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

**12. COMPLIANCE WITH ALL LAWS.**

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

a. Safety Training:

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

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

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



b. Child, Family and Spousal Support reporting Obligations:

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

c. Nondiscrimination:

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

ii. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant thereto.

**13. LICENSES.** Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its and/or profession.

**14. PREVAILING WAGE.** Pursuant to **Section 1720 et seq. of the Labor Code**, Contractor agrees to comply with the Department of Industrial Relations regulations, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced but not printed in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request. Contractor agrees to comply with County and the Department of Industrial Relations regulations in submitting the certified payroll.

**15. CONTROLLING LAW VENUE.** This Contract is made in the County of Inyo, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Inyo.

**16. WRITTEN NOTIFICATION.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, et cetera, shall be addressed to the other party at the address set forth herein below. Either party

may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County: County of Inyo  
Public Works Department  
Attn: Jake Trauscht  
168 N. Edwards  
PO Drawer Q  
Independence, CA 93526

If to Contractor: Lake Arrowhead Construction dba Trinity Construction, Inc  
PO Box 246  
Blue Jay, CA 92317

17. **AMENDMENTS.** This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by Inyo County Counsel.

18. **WAIVER.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

19. **TERMINATION.** This Contract may be terminated for the reasons stated below:

- a. Immediately for cause, if either party fails to perform its responsibilities under this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract. If termination for cause is given by either party to the other and it is later determined that the other party was not in default or default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph "b" of this section; or
- b. By either party without cause upon fifteen (15) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination; or
- c. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.

20. **TIME IS OF THE ESSENCE.** Time is of the essence for every provision.

21. **SEVERABILITY.** If any provision of this Contract is held to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

22. **CONTRACT SUBJECT TO APPROVAL BY BOARD OF SUPERVISORS.** It is understood and agreed by the parties that this Contract is subject to the review and approval by the Inyo County Board of Supervisors upon Notice and Public Hearing. In the event that the Board of Supervisors declines to enter into or approve said Contract, it is hereby agreed to that

there is, in fact, no binding agreement, either written or oral, between the parties herein.

**23. CONTRACT SUBJECT TO MASTER LEASE.** It is understood and agreed by the parties that this Contract and the Lone Pine Dog Park Project is subject to review and approval by the Los Angeles Department of Water and Power, as owner of the land on which the dog park will be located. Contractor's activities are further subject to any terms, conditions, and/or limitations set forth in the Lease between the County of Inyo and City of Los Angeles, Department of Water and Power, for 4.13 acres of land known as Lone Pine Park, or any subsequent leases that may be negotiated between the Los Angeles Department of Water and Power and Inyo County.

**24. ATTACHMENTS.** All attachments referred to are incorporated herein and made a part of this Contract.

**25. EXECUTION.** This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties. In approving this Contract, it shall not be necessary to produce or account for more than one such counterpart.

**26. ENTIRE AGREEMENT.** This Contract, including the Contract Documents and all other documents which are incorporated herein by reference, constitutes the complete and exclusive agreement between the County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

27.

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have each caused this Contract to be executed on its behalf by its duly authorized representative, effective as of the day and year first above written.

COUNTY

CONTRACTOR

COUNTY OF INYO

Trinity Construction, Inc.

By: [Signature]

By: [Signature]

Name: Matt Kingsley

Name: David Walters

Title: Chairperson

Title: Vice President

Dated: 10/21/20

Dated: Oct. 8, 2020

APPROVED AS TO FORM AND LEGALITY:

[Signature]  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]  
County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]  
County Risk Manager

THE FINAL PREMIUM IS  
PREDICATED ON THE  
FINAL CONTRACT AMOUNT

This bond was issued in two (2)  
original counterparts

Bond No. 5293099  
Premium: \$3,880.00

**ATTACHMENT 1**

**Independence Water Main Installation PROJECT**

**FAITHFUL PERFORMANCE BOND  
(100% OF CONTRACT AMOUNT)**

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
Lake Arrowhead Construction dba Trinity Construction, Inc. as Principal, hereinafter "Contractor,"  
(Name of Contractor)  
and \_\_\_\_\_ SureTec Insurance Company  
(Name of Corporate Surety)

as Corporate Surety, hereinafter called Surety, are held and firmly bound unto the County of Inyo as Obligees, hereinafter called County, in the amount of One hundred ninety-one thousand nine hundred eighty-three and 97/100 dollars (\$ 191,983.97 ), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has, by written Contract, dated October 13, 2020, entered into an Contract with the County for the Construction of the INDEPENDENCE WATER MAIN INSTALLATION PROJECT (hereinafter referred to as "Project"), to be constructed in accordance with the terms and conditions set forth in the Contract for the Project, which contract is by reference incorporated herein and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the County.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, the County having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly either:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or if the County elects, upon determination by the County and the Surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and County, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the

Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract and any amendments thereto, less the amount properly paid by County to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due, or the date on which any warranty or guarantee period expires, whichever is later.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the County named herein.

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Signed and sealed this 7th day of October, 2020.

(SEAL)

SureTec Insurance Company  
(Name of Corporate Surety)

By:   
(Signature)

Michael D. Stong, Attorney-in-Fact  
(Title of Authorized Person)

3131 Camino del Rio N., Suite 1450, San Diego, CA 92108  
(Address for Notices to be Sent)

(SEAL)

Lake Arrowhead Construction, Inc. dba Trinity Construction  
(Name of Contractor)

By:   
(Signature)

Vice President  
(Title of Authorized Person)

P.O. Box 246, Blue Jay, CA 92317  
(Address for Notices to be Sent)

**NOTE: THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND.**

The Faithful Performance Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety must accompany the Faithful Performance Bond.

**ADDRESS OF COUNTY FOR NOTICES TO BE SENT:**

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

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Riverside )

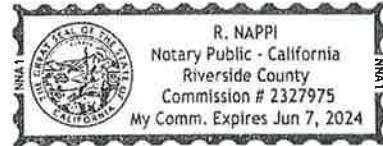
On 10/07/2020 before me, R. Nappi, Notary Public  
(insert name and title of the officer)

personally appeared Michael D. Stong,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature R. Nappi (Seal)  
R. Nappi





# JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Arturo Ayala, Daniel Huckabay, Dwight Rellly, Shaunna Rozelle Ostrom, Frank Morones, Michael D. Stong, Ben Stong, R. Nappi

Their true and lawful agent(s) and attorney(c)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."


IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 13th day of August, 2020.

SureTec Insurance Company

By:   
Michael C. Keimig, President



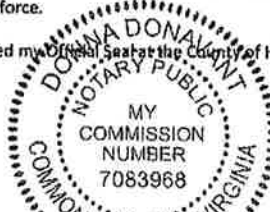
Markel Insurance Company


By:   
Robin Russo, Senior Vice President

Commonwealth of Virginia  
County of Henrico SS:

On this 13th day of August, 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding Instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal at the County of Henrico, the day and year first above written.



By:   
Donna Donavant, Notary Public  
My commission expires 1/31/2023


We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 7th day of October, 2020.

SureTec Insurance Company

By:   
M. Brent Beatty, Assistant Secretary

Markel Insurance Company

By:   
Richard R. Grinnan, Vice President and Secretary

THE FINAL PREMIUM IS  
PREDICATED ON THE  
FINAL CONTRACT AMOUNT

This bond was issued in two (2)  
original counterparts

Bond No. 5293099

**ATTACHMENT 2**

**INDEPENDENCE WATER MAIN INSTALLATION PROJECT**

**LABOR AND MATERIALS PAYMENT BOND  
(100% OF CONTRACT AMOUNT)**

KNOW ALL MEN BY THESE PRESENTS, that Lake Arrowhead Construction dba  
(Name of Contractor)

Trinity Construction, Inc. as Principal, hereinafter "CONTRACTOR,"

and SureTec Insurance Company  
(Name of Corporate Surety)

as Corporate Surety, hereinafter called SURETY, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called COUNTY, for the use and benefit of claimants as hereinafter defined in the amount of One hundred ninety-one thousand nine hundred eighty-three and 97/100 dollars (\$191,983.97) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written contract dated October 13, 2020, entered into an Contract with the County for the construction of the INDEPENDENCE WATER MAIN INSTALLATION PROJECT (hereinafter referred to as "PROJECT"), to be constructed in accordance with the terms and conditions set forth in the contract for the PROJECT, which contract is by reference incorporated herein, and is hereinafter referred to as the "CONTRACT."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Contractor, or with a Subcontractor of the Contractor, for labor, materials, or both, used or reasonably required for use in the performance of the Contract. Labor and materials is construed to include, but not limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the benefit of such claimant, prosecute the suit to final judgment for such

sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

- a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above named, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in any envelope addressed to the Contractor, County, or Surety, at the address below, or at any place where an office is regularly maintained for the transaction of their business. Such notice may also be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
- b) After the expiration of one (1) year following the date on which County accepted the work done under the Contract. However, if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- c) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or recorded against said Project, whether or not claim for the amount of such lien be presented under and against this Bond.

---000---

Signed and sealed this 7th day of October, 2020.

(SEAL)

Lake Arrowhead Construction, Inc. dba Trinity Construction  
(Name of Contractor)

By:   
(Signature)

Vice President  
(Title of Authorized Person)

P.O. Box 246, Blue Jay, CA 92317  
(Address for Notices to be Sent)

(SEAL)

SureTec Insurance Company  
(Name of Corporate Surety)

By:   
(Signature)

Michael D. Stong, Attorney-in-Fact  
(Title of Authorized Person)

3131 Camino del Rio N., Suite 1450, San Diego, CA 92108  
(Address for Notices to be Sent)

**NOTE:**

**THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST BE  
ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER  
AUTHORIZED UNDER CALIFORNIA LAW).**

The Labor and Materials Payment Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Labor and Materials Payment Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT TO:

**County of Inyo  
224 N. Edwards, P.O. Box N  
Independence, California 93526**

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

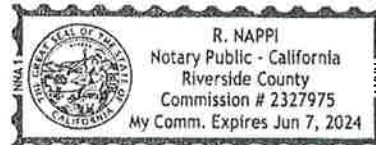
State of California  
County of Riverside )

On 10/07/2020 before me, R. Nappi, Notary Public  
(insert name and title of the officer)

personally appeared Michael D. Stong,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature R. Nappi (Seal)  
R. Nappi

# JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Arturo Ayala, Daniel Huckabay, Dwight Reilly, Shaunna Rozelle Ostrom, Frank Morones, Michael D. Stong, Ben Stong, R. Nappi

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

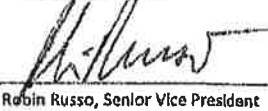
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 13th day of August, 2020.

SureTec Insurance Company

By:   
Michael C. Keimig, President



Markel Insurance Company


By:   
Robin Russo, Senior Vice President

Commonwealth of Virginia  
County of Henrico SS:

On this 13th day of August, 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal at the County of Henrico, the day and year first above written.




By:   
Donna Donavant, Notary Public  
My commission expires 1/31/2023

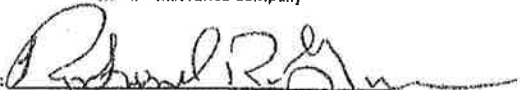
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 7th day of October, 2020.

SureTec Insurance Company

By:   
M. Brent Beatty, Assistant Secretary

Markel Insurance Company

By:   
Richard R. Grinnan, Vice President and Secretary

**ATTACHMENT 3**

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
LAKE ARROWHEAD CONSTRUCTION DBA TRINITY CONSTRUCTION, INC.  
FOR THE INDEPENDENCE WATER MAIN INSTALLATION PROJECT**

**TERM:  
FROM: 10/13/2020 TO: 12/31/2020**

**SEE ATTACHED INSURANCE PROVISIONS**

## **Insurance Requirements for Smaller Construction Contracts**

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

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

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence, \$2,000,000 aggregate.
2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Surety Bonds** as described below and in the original bid form.
5. **Professional Liability** (if Design/Build), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

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

### **OTHER INSURANCE PROVISIONS**

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

#### **Additional Insured Endorsement**

**Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). An additional insured endorsement must be submitted along with the certificate of insurance as evidence, though failure to supply does not relieve contractor of requirement.

#### **Waiver of Subrogation**



## **Insurance Requirements for Smaller Construction Contracts**

**Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of Inyo County for all work performed by the Contractor, its employees, agents and subcontractors. An endorsement specifying this waiver must be submitted along with the certificate of insurance as evidence, though failure to supply does not relieve contractor of requirement.

### **Primary Coverage**

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

### **Notice of Cancellation**

Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to Inyo County.

### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by Inyo County. At the option of Inyo County, either: the contractor shall cause the insurer shall to reduce or eliminate such self-insured retentions as respects Inyo County, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to Inyo County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

### **Property Installation Floater**

Inyo County shall retain the option to require Contractor to obtain a Property Installation Floater that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment during construction under the agreement. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at Inyo County's site.

### **Claims Made Policies - (If at all possible avoid and require occurrence type CGL policies)**

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution 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 contract work.
3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.

## **Insurance Requirements for Smaller Construction Contracts**

4. A copy of the claims reporting requirements must be submitted to Inyo County for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

### **Acceptability of Insurers**

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

### **Verification of Coverage**

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

### **Subcontractors**

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

### **Surety Bonds**

Contractor shall provide the following Surety Bonds:

1. Bid Bond
2. Performance Bond
3. Payment Bond
4. Maintenance Bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

### **Special Risks or Circumstances**

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



# County of Inyo



## Health & Human Services - Behavioral Health

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** March 16, 2021

**FROM:** Lucy Vincent

**SUBJECT:** Ratification of Amendment Number One (1) to the Contract between the County of Inyo and Dr. Anne Goshgarian.

---

**RECOMMENDED ACTION:**

Request Board ratify and approve Amendment Number 1 to the contract between Inyo County Health and Human Services Behavioral Health and Dr. Goshgarian in a total amount not to exceed \$16,325 for an extension of the original contract period from December 31, 2020 to June 30, 2021, and authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

This amendment comes to you late due to delays in communication connected with the Covid19 Pandemic and a need to reassess our physician coverage capacity in the HHS Behavioral Health division. This Amendment is needed to extend the contract period in order to allow for services to be provided through June 30, 2021.

Beginning in November 2019, Inyo County allocated grant funding to contract with Dr. Anne Goshgarian, a physician heavily involved in the Northern Inyo Healthcare District (NIHD) Rural Health Clinic Medication Assisted Treatment (MAT) program for opioid use disorder, to serve as the Inyo County Health and Human Services Substance Use Disorder (SUD) program Medical Director. The benefits of this relationship have included access to Dr. Goshgarian's expertise and guidance, greater coordination between Inyo County's SUD program and the NIHD MAT program, and SUD program compliance with State physician oversight requirements. We respectfully request permission to extend the timeline on this contract.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could deny approval of the Amendment number one (1) of this contract. This would result in a need to identify an alternative physician to function as the medical director for SUD.

**OTHER AGENCY INVOLVEMENT:**

Northern Inyo Hospital and other agencies involved in the provision of services to persons with substance use disorders.

**FINANCING:**

Federal funds. We will be using SABG funds to pay for this contract out of the SUD (045315) budget, Professional Services (5265) object code. No County General Funds.

**ATTACHMENTS:**

1. Amendment Number One (1)
2. Dr. Goshgarian Contract

**APPROVALS:**

Lucy Vincent	Created/Initiated - 3/4/2021
Darcy Ellis	Approved - 3/5/2021
Lucy Vincent	Approved - 3/5/2021
Marilyn Mann	Approved - 3/6/2021
Melissa Best-Baker	Approved - 3/8/2021
Marshall Rudolph	Approved - 3/8/2021
Amy Shepherd	Approved - 3/8/2021
Marilyn Mann	Final Approval - 3/8/2021

**AMENDMENT NUMBER One (1) TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**DR. ANNE GOSHGARIAN**  
**FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Dr. Anne Goshgarian, of Inyo County (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated September 1, 2020, on County of Inyo Standard Contract No. 111, for the term from July 1, 2020 to June 30, 2021.

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

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

County and Contractor hereby amend such Agreement as follows:

The amended term of this Agreement shall be from July 1, 2020 to June 30, 2021.

The effective date of this Amendment to the Agreement is March 16, 2021.

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

**AMENDMENT NUMBER One (1) TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**DR. ANNE GOSHGARIAN**  
**FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

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

**COUNTY OF INYO**

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

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

**CONTRACTOR**

By: \_\_\_\_\_  
*[Handwritten Signature]*  
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

# *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 1<sup>st</sup> day of September 2020 an order was duly made and entered as follows:

*HHS – Dr.  
Goshgarian  
Contract*

Moved by Supervisor Pucci and seconded by Supervisor Griffiths to ratify and approve a new contract with Dr. Anne Goshgarian to serve as the Inyo County Health and Human Services Substance Use Disorder Medical Director through December 31, 2020, in an amount not to exceed \$16,325, contingent upon the Board's approval of the Fiscal Year 2020-2021 Budget, and authorize the HHS Director to sign. Motion carried unanimously 4-0, with Supervisor Tillemans absent.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO: Other: HHS DATE: September 10, 2020

WITNESS my hand and the seal of said Board this 1<sup>st</sup>  
Day of September, 2020



CLINT G. QUILTER  
Clerk of the Board of Supervisors

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

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



# County of Inyo



#17

## Health & Human Services

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** September 1, 2020

**FROM:** Meaghan McCamman

**SUBJECT:** Contract with Dr. Anne Goshgarian to serve as the Inyo County Health and Human Services Substance Use Disorder Medical Director

---

**RECOMMENDED ACTION:**

Request Board ratify and approve a new contract with Dr. Anne Goshgarian to serve as the Inyo County Health and Human Services Substance Use Disorder Medical Director through December 31, 2020, in an amount not to exceed \$16,325, contingent upon the Board's approval of the Fiscal Year 2020-2021 Budget, and approve the HHS Director to sign.

**SUMMARY/JUSTIFICATION:**

Beginning in November 2019, Inyo County allocated some grant funding to contract with Dr. Anne Goshgarian, a physician heavily involved in the Northern Inyo Healthcare District (NIHD) Rural Health Clinic Medication Assisted Treatment (MAT) program for opioid use disorder, to serve as the Inyo County Health and Human Services Substance Use Disorder (SUD) program Medical Director. The benefits of this relationship have included access to Dr. Goshgarian's expertise and guidance, greater coordination between Inyo County's SUD program and the NIHD MAT program, and SUD program compliance with State physician oversight requirements.

Originally our partnership with Dr. Goshgarian was to expire at the end of June, the original grant end date. Due to delays related to Coronavirus, the grant expenditure deadline was moved back to December 31, 2020 and HHS proposes to continue spending down the balance of grant funds to continue this important and beneficial partnership.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could decide not to ratify the new contract with Dr. Goshgarian. In that case, HHS would decide to either reallocate the remaining grant dollars to a new program to spend before December 31, 2020 or the grant dollars would revert to the funder, the County Medical Services Program (CMSP) in Sacramento.

**OTHER AGENCY INVOLVEMENT:**

None



**FINANCING:**

100% CMSP grant funds. this is paid out of Health (045100) from Professional Services (5265). No county general funds.

**ATTACHMENTS:**

1. Goshgarian Contract
2. Goshgarian Contract Attachment B
3. Goshgarian Business Associate Agreement

**APPROVALS:**

Meaghan McCamman	Created/Initiated - 8/18/2020
Rhiannon Baker	Approved - 8/19/2020
Darcy Ellis	Approved - 8/19/2020
Marilyn Mann	Approved - 8/19/2020
Gail Zwier	Approved - 8/20/2020
Melissa Best-Baker	Approved - 8/20/2020
Sue Dishion	Approved - 8/20/2020
Marshall Rudolph	Approved - 8/20/2020
Amy Shepherd	Approved - 8/20/2020
Meaghan McCamman	Approved - 8/21/2020
Marilyn Mann	Final Approval - 8/24/2020

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND Dr. Anne Goshgarian**  
**FOR THE PROVISION OF SUD Medical Director SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the SUD Medical Director services of Dr. Anne Goshgarian of \_\_\_\_\_ (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from July 1, 2020 to December 31, 2020, unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor the sum of two hundred and ten Dollars and no cents (\$210.00) per hour (hereinafter referred to as "hourly rate") for the services and work described in Attachment A which are performed by Contractor at the County's request. Hours worked under the provisions of this Agreement in excess of forty (40) hours per week will be paid at the hourly rate.

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

Sixteen Thousand, Three Hundred and Twenty-Five Dollars and no  
cents (\$16,325.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all hours spent by Contractor in performing services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. 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, or municipal governments for contractor to provide the services and work described in Attachment A must be procured by contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the 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, ETC.**

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. 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. STATUS OF CONTRACTOR.**

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

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

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

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

**9. 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.

Section 9 shall be of no force or effect if the liability, loss, damage, expense, or costs arises out of an incident that is covered by the County's Medical Malpractice Memorandum of Coverage.

**10. RECORDS AND AUDIT.**

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

B. Inspections and Audits. Any authorized representative of 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. WAIVER OF DEFAULT.**

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

**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.**

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.

**18. 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.

**19. 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



**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND Dr. Anne Goshgarian**  
**FOR THE PROVISION OF SUD Medical Director \_\_\_\_\_ SERVICES**

4th IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
DAY OF September, 2020.

**COUNTY OF INYO**

By: [Signature]  
Dated: 09/09/20

**CONTRACTOR**

By: [Signature]  
Signature  
Anne Goshgarian, M.D.  
Type or Print Name  
Dated: 8/20/2020

APPROVED AS TO FORM AND LEGALITY:

[Signature]  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]  
County Risk Manager



**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Dr. Anne Goshgarian  
FOR THE PROVISION OF SUD Medical Director Services **SERVICES****

**TERM:**

**FROM:** July 1, 2020 **TO:** December 31, 2020

**SCOPE OF WORK:**

**Purpose:**

Inyo County HHS – SUD division must remain in compliance with Title 22 of the California Code of Regulations, which states: "For a provider to receive reimbursement for Drug Medi-Cal substance use disorder services, those services shall be provided by or under the direction of a physician" (22 CCR § 51341.1 (h)). While Dr. Jeanette Schneider continues to provide limited supervision to our SUD program, we need to develop an alternative physician oversight to backfill as Dr. Schneider moves into retirement.

Duties of a Medical Director may vary, but at a minimum, they are responsible for:

- Reviewing each beneficiary's personal, medical and substance abuse history;
- Documenting the basis for the SUD diagnosis in the beneficiary's individual chart;
- Determining whether SUD services are medically necessary in the record/chart;
- Ensuring physical exam requirements are met within 30 days;
- Receiving CME in addiction medicine annually.

**Objectives of this contract:**

- Meet the requirements of an SUD medical director as outlined above;
- Provide clinical coaching and mentoring to SUD program staff;
- Serve as a clinical bridge and liaison between services provided at Northern Inyo Hospital District, the Rural Health Clinic, and HHS;
- Provide oversight on the development of HHS SUD clinical policies, procedures, and processes.

**Scope of Work – for no more than 8 hours per month:**

- Use the Inyo HHS electronic health record (currently Kingsview/Cerner) to review each beneficiary's personal, medical, and substance abuse history, determine whether SUD services are medically necessary, and ensure that the basis for the SUD diagnosis is documented in the record;
- Review, approve, and sign treatment plans and treatment plan updates;
- Review and sign continuing services justification between 5 and 6 months post-admission unless continuing treatment services are determined no longer medically necessary;
- Be available to discuss and provide guidance on specific cases, problems, and treatment interventions with Inyo HHS staff on an individual or group basis;
- Review and approve changes to policy, procedure, and practice for the HHS SUD division.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Dr. Anne Goshgarian  
FOR THE PROVISION OF SUD Medical Director Services SERVICES**

**FROM:** July 1, 2020 **TO:** December 30, 2020

**INSURANCE PROVISIONS**

The County Medical Malpractice Memorandum of Coverage provides coverage for Medical Professional Services and Limited General Liability in amounts of at least \$1,500,000 per occurrence. For the term of this Agreement, Contractor will be covered under the County's Medical Malpractice coverage for services rendered on behalf of the County and/or at County facilities.

**COUNTY OF INYO**  
**QUALIFIED SERVICE ORGANIZATION/BUSINESS ASSOCIATE**  
**AGREEMENT ( QSO/BA AGREEMENT)**  
**FOR SUBSTANCE USE DISORDER SERVICES**

This Qualified Service Organization/Business Associate Agreement (“Agreement”) is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as “HHS-BH,” and Dr. Anne Goshgarian, an independent contractor, herein referred to as “Physician.”

This Agreement is effective as of November 1, 2019, (the “Agreement Effective Date.”)

HHS-BH and the Physician hereby enter into an agreement whereby the Physician agrees to provide the services described in Exhibit A: Scope of Services. Furthermore, the Physician:

1. acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from HHS-BH identifying or otherwise relating to the patients of the Physician (“protected information”), it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2; and the Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R. Parts 142, 160, 162 and 164;
2. agrees to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2;
3. agrees that it will not use or disclose protected health information except as permitted or required by this Agreement or by law;
4. agrees that, when the Physician uses, discloses, or requests protected health information, it will limit the use, disclosure, or request to the minimum necessary;
5. agrees that if the Physician enters into a contract with any agent, including a subcontractor, the agent will agree to comply with 42 C.F.R. Part 2 and HIPAA, and, if the Physician learns of a pattern or practice by the agent that is a material breach of the contract with the Physician, to take reasonable steps to cure the breach or terminate the contract, if feasible;
6. agrees to comply with HIPAA’s security provisions with regard to electronic protected health information, and to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information;
7. agrees to report breaches of protected information to HHS-BH;
8. agrees to report to HHS-BH in writing of any use or disclosure of the protected information not provided for in this Agreement of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 USC Section 17921; 45 CFR Section 164.504(e)(2)(ii)(C); 45 CFR Section 164.308(b)].
9. agrees to ensure that any agent, including a subcontractor, to whom the Physician provides protected information received from the HHS-BH, or creates or receives on behalf of HHS-BH,

agrees to the same restrictions and conditions that apply through this Agreement to the Physician with respect to such information;

10. agrees to provide access to the protected information at the request of HHS-BH, or to an individual as directed by HHS-BH, in order to meet the requirements of 45 C.F.R. §164.524 which provides patients with the right to access and copy their own protected information. Protected information shall be made available to HHS-BH for inspection and copying within ten (10) days of a request by HHS-BH to enable HHS-BH to fulfill its obligations under the Privacy Rule, or for amendment to protected information as directed or agreed to by HHS-BH pursuant to 45 C.F.R. §164.526;
11. agrees to make available its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of protected information received from the HHS-BH, or created or received by the Physician on behalf of HHS-BH, to HHS-BH or to the Secretary of the Department of Health and Human Services for purposes of the Secretary determining the Program's compliance with HIPAA within ten (10) days of request;
12. agrees to document disclosures of protected information, and information related to such disclosures, as would be required for HHS-BH to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528;
13. agrees to provide HHS-BH or an individual information in accordance with paragraph (9) of this agreement to permit HHS-BH to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528.

Termination

1. HHS-BH may terminate this Agreement if it determines that the Physician has violated any material term.
2. Upon termination of this Agreement for any reason, the Physician shall return or destroy all protected information received from HHS-BH, or created or received by the Physician on behalf of HHS-BH. This provision shall apply to protected information that is in the possession of subcontractors or agents of the Physician. The Physician shall retain no copies of the protected information.
3. In the event that the Physician determines that returning or destroying the protected information is infeasible, the Physician shall notify HHS-BH of the conditions that make return or destruction infeasible.
4. Upon notification that the return or destruction of the protected information is infeasible, the Physician shall extend the protections of this Agreement to such protected information and limit further uses and disclosures of the information to those purposes that make the return or destruction infeasible, as long as the Physician maintains the information.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

County of Inyo Health and Human Services  
Behavioral Health

Physician

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

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

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

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

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

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

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

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



# County of Inyo



## County Administrator - Information Services

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** March 16, 2021

**FROM:** Scott Armstrong

**SUBJECT:**

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**RECOMMENDED ACTION:**

Request Board approve the contract between the County of Inyo and Inyo Networks of Rancho Cucamonga, CA, for the provision of Dark Fiber Construction to extend the County's dark fiber network backbone in an amount not to exceed \$64,257.75 for the period of March 16, 2021 through June 30, 2021, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

This project will extend the County's dark fiber network backbone to the new building by connecting the new building to the County's Library on Academy Avenue in Bishop, our network hub in Bishop. This request is for the construction portion of the project; we will request approval for the monthly services for the use of the dark fiber in the coming weeks.

This project is similar to the Cebridge (now Suddenlink-Altice) Dark Fiber project in 2005 and 2006. The Cebridge Dark Fiber project paid for the construction of a dark fiber network backbone between several County offices in Bishop and Independence, and initiated monthly fiber lease payments for the use of the fiber.

The County published a Request for Proposals for the Dark Fiber Construction Project, received inquiries from 3 companies but only one formal response. The response was from Inyo Networks, a company that currently provides network management services for the California Broadband Cooperative, our primary Internet Service Provider.

The County's dark fiber network backbone allows computers, printers, network devices, and servers to communicate with each other without having to rely on equipment managed by other companies. By using dark fiber for our network backbone, the County Information Services Department can increase our network backbone speeds in the future by adding new equipment or transceiver modules without incurring increased monthly costs as is normal for bandwidth-usage-based network services.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board may chose to not approve this contract. Doing so would require that the County subscribe to either dedicated bandwidth-usage-based network services, or a separate bandwidth-usage-based Internet service connection with firewall equipment to connect the new building to the County's network backbone. This approach would be increasingly expensive because of the cost to provide adequate network speeds between the new building and the County's dark fiber network.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

Funds for this project are available in the Computer Upgrade Budget, Infrastructure Object Code .

**ATTACHMENTS:**

1. Dark Fiber Project Contract
2. Insurance - CONSTRUCTION CONTRACTS
3. Inyo County COB RFP-IS-2001 Inyo Networks CBC Proposal

**APPROVALS:**

Scott Armstrong	Created/Initiated - 3/9/2021
Darcy Ellis	Approved - 3/9/2021
Scott Armstrong	Approved - 3/9/2021
Michael Errante	Approved - 3/9/2021
Marshall Rudolph	Approved - 3/9/2021
Aaron Holmberg	Approved - 3/9/2021
Amy Shepherd	Final Approval - 3/9/2021

**CONTRACT  
BY AND BETWEEN  
THE COUNTY OF INYO  
and**

\_\_\_\_\_, **CONTRACTOR**

**for the**

\_\_\_\_\_ **PROJECT**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and \_\_\_\_\_ (hereinafter referred to as "CONTRACTOR"), for the construction or removal of \_\_\_\_\_ **PROJECT** (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

**1. SERVICES TO BE PERFORMED.** CONTRACTOR shall furnish, at his/her own expense, all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the Special Provisions, which are incorporated herein by reference per section 4(c) of this Contract, within the Time for Completion set forth, as well as in all other in the Contract Documents, for:

Title: \_\_\_\_\_ **PROJECT**

**2. TIME OF COMPLETION.** Project work shall begin within \_\_\_\_\_ calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions.

**3. PAYMENT/CONSIDERATION.** For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of: \_\_\_\_\_ dollars (\$\_\_\_\_\_), adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

**4. ALL PROVISIONS SET FORTH HEREIN.** CONTRACTOR and COUNTY agree that this Contract shall include and consist of:

- a. All of the provisions set forth expressly herein;
- b. The Bid Proposal Form, the Faithful Performance Bond, and the Labor and Materials Payment Bond, all of which are incorporated herein and made a part hereof by this reference; and



c. All of the other Contract Documents, as described in **Section 5-1.02, "Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated October, 2015, all of which are incorporated herein and made a part of this Contract by this reference, including without limitation, the Bid Package, the Standard Specifications of the Inyo County Public Works Department, dated October, 2015, and the Special Provisions concerning this Project including the Appendices, the Plans, any and all amendments or changes to any of the above-listed documents, including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

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

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

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

**7. ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any and/or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent

of the County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor, nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor, unless otherwise required by law.

**8. CLAIMS RESOLUTION.** Pursuant to **Section 9204 of the Public Contract Code**, any and all claims submitted by Contractor to County will follow the provisions as set forth in the Project's Special Provisions.

**9. INSURANCE INDEMNIFICATION.** Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against all claims, damages, losses, and expenses, including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.

**10. INSURANCE.** For the duration of this Agreement, Contractor shall procure and maintain insurance of the scope and amount specified in Attachment 3 and with the provisions specified in that attachment.

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

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

**12. COMPLIANCE WITH ALL LAWS.**

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

a. Safety Training:

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

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

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

b. Child, Family and Spousal Support reporting Obligations:

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

c. Nondiscrimination:

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

ii. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant thereto.

**13. LICENSES.** Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its and/or profession.

**14. PREVAILING WAGE.** Pursuant to **Section 1720 et seq. of the Labor Code**, Contractor agrees to comply with the Department of Industrial Relations regulations, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced but not printed in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request. Contractor agrees to comply with County and the Department of Industrial Relations regulations in submitting the certified payroll.

**15. CONTROLLING LAW VENUE.** This Contract is made in the County of Inyo, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Inyo.

**16. WRITTEN NOTIFICATION.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, et cetera, shall be addressed to the other party at the address set forth herein below. Either party

may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County: County of Inyo  
Public Works Department  
Attn: \_\_\_\_\_  
168 N. Edwards  
PO Drawer Q  
Independence, CA 93526

If to Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**17. AMENDMENTS.** This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by Inyo County Counsel.

**18. WAIVER.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

**19. TERMINATION.** This Contract may be terminated for the reasons stated below:

- a. Immediately for cause, if either party fails to perform its responsibilities under this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract. If termination for cause is given by either party to the other and it is later determined that the other party was not in default or default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph “b” of this section; or
- b. By either party without cause upon fifteen (15) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination; or
- c. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.

**20. TIME IS OF THE ESSENCE.** Time is of the essence for every provision.

**21. SEVERABILITY.** If any provision of this Contract is held to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

**22. CONTRACT SUBJECT TO APPROVAL BY BOARD OF SUPERVISORS.** It is understood and agreed by the parties that this Contract is subject to the review and approval by the Inyo County Board of Supervisors upon Notice and Public Hearing. In the event that the Board of Supervisors declines to enter into or approve said Contract, it is hereby agreed to that

there is, in fact, no binding agreement, either written or oral, between the parties herein.

**23. ATTACHMENTS.** All attachments referred to are incorporated herein and made a part of this Contract.

**24. EXECUTION.** This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties. In approving this Contract, it shall not be necessary to produce or account for more than one such counterpart.

**25. ENTIRE AGREEMENT.** This Contract, including the Contract Documents and all other documents which are incorporated herein by reference, constitutes the complete and exclusive agreement between the County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

---o0o---

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have each caused this Contract to be executed on its behalf by its duly authorized representative, effective as of the day and year first above written.

**COUNTY**

**CONTRACTOR**

COUNTY OF INYO

\_\_\_\_\_

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

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

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

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

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

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

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

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

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO INSURANCE REQUIREMENTS:

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

ATTACHMENT 1

PROJECT

FAITHFUL PERFORMANCE BOND
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS: That

(Name of Contractor) as Principal, hereinafter "Contractor,"

and (Name of Corporate Surety)

as Corporate Surety, hereinafter called Surety, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called County, in the amount of dollars (\$ . ), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has, by written Contract, dated , 20 , entered into an Contract with the County for the Construction of the PROJECT (hereinafter referred to as "Project"), to be constructed in accordance with the terms and conditions set forth in the Contract for the Project, which contract is by reference incorporated herein and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the County.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, the County having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly either:

- 1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or if the County elects, upon determination by the County and the Surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and County, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The

term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract and any amendments thereto, less the amount properly paid by County to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due, or the date on which any warranty or guarantee period expires, whichever is later.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the County named herein.

---o0o---

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
(Name of Corporate Surety)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

**NOTE: THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND.**

The Faithful Performance Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety must accompany the Faithful Performance Bond.

**ADDRESS OF COUNTY FOR NOTICES TO BE SENT:**

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



ATTACHMENT 2

PROJECT

LABOR AND MATERIALS PAYMENT BOND  
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_ as Principal, hereinafter "CONTRACTOR,"

and \_\_\_\_\_  
(Name of Corporate Surety)

as Corporate Surety, hereinafter called SURETY, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called COUNTY, for the use and benefit of claimants as hereinafter defined in the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written contract dated \_\_\_\_\_, 20 \_\_\_\_\_, entered into an Contract with the County for the construction of the \_\_\_\_\_ PROJECT (hereinafter referred to as "PROJECT"), to be constructed in accordance with the terms and conditions set forth in the contract for the PROJECT, which contract is by reference incorporated herein, and is hereinafter referred to as the "CONTRACT."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Contractor, or with a Subcontractor of the Contractor, for labor, materials, or both, used or reasonably required for use in the performance of the Contract. Labor and materials is construed to include, but not limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the benefit of such claimant, prosecute the suit to final judgment for such

sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above named, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in any envelope addressed to the Contractor, County, or Surety, at the address below, or at any place where an office is regularly maintained for the transaction of their business. Such notice may also be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which County accepted the work done under the Contract. However, if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or recorded against said Project, whether or not claim for the amount of such lien be presented under and against this Bond.

---o0o---

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

\_\_\_\_\_  
(Name of Corporate Surety)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

**NOTE:**

**THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW).**

The Labor and Materials Payment Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Labor and Materials Payment Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT TO:

**County of Inyo  
224 N. Edwards, P.O. Box N  
Independence, California 93526**

**ATTACHMENT 3**

**AGREEMENT BETWEEN THE COUNTY OF INYO AND**

**FOR THE \_\_\_\_\_ PROJECT**

**TERM:**

**FROM: \_\_\_\_\_ TO: \_\_\_\_\_**

**SEE ATTACHED INSURANCE PROVISIONS**

## **Attachment B: Insurance Requirements for Construction Contracts**

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

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

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$5,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder's Risk (Course of Construction)** insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Surety Bonds** as described below.
6. **Professional Liability** (if Design/Build), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
7. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

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

### **OTHER INSURANCE PROVISIONS**

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

#### **Additional Insured Endorsement**

**Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37

## **Attachment B: Insurance Requirements for Construction Contracts**

forms if later revisions used). An additional insured endorsement must be submitted along with the certificate of insurance as evidence, though failure to supply does not relive contractor of requirement.

### **Waiver of Subrogation**

**Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of Inyo County for all work performed by the Contractor, its employees, agents and subcontractors. An endorsement specifying this waiver must be submitted along with the certificate of insurance as evidence, though failure to supply does not relive contractor of requirement.

### **Primary Coverage**

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

### **Notice of Cancellation**

Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to Inyo County.

### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by Inyo County. At the option of Inyo County, either: the contractor shall cause the insurer shall to reduce or eliminate such self-insured retentions as respects Inyo County, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to Inyo County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

### **Builder's Risk (Course of Construction) Insurance**

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name Inyo County as a loss payee** as their interest may appear.

If the project does not involve new or major reconstruction, at the option of Inyo County, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at Inyo County's site.

### **Claims Made Policies – (If at all possible avoid and require occurrence type CGL policies)**

## **Attachment B: Insurance Requirements for Construction Contracts**

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution 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 contract work.
3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to Inyo County for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

### **Acceptability of Insurers**

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

### **Verification of Coverage**

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

### **Subcontractors**

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

### **Surety Bonds**

Contractor shall provide the following Surety Bonds:

1. Bid Bond
2. Performance Bond
3. Payment Bond
4. Maintenance Bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a

## **Attachment B: Insurance Requirements for Construction Contracts**

Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

### **Special Risks or Circumstances**

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



# Consolidated Office Building Dark Fiber Project

Inyo County  
RFP-IS-2001



**PROPOSAL FOR PHONE SYSTEM REPLACEMENT  
PROJECT TO DESIGN, DEVELOP, & DELIVER  
A NEW VOICE COMMUNICATION SYSTEM  
FOR THE COUNTY OF INYO**

FEBRUARY 20, 2021

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Prepared and Submitted by:

Inyo Networks, Inc.  
10621 Church Street, Suite 100  
Rancho Cucamonga, CA 91730

On behalf of:  
California Broadband Cooperative, Inc.  
873 North Main Street, Suite 223  
Bishop, CA 93514

For the exclusive use by:

County of Inyo  
P.O. Drawer N  
224 North Edwards Street  
Independence, CA 93526

In response to RFP IS-2001

Contact:  
Will Morat, Director of P3 Business Development  
Inyo Networks  
wmorat@inyonetworks.com \* (909) 457-8446

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## A. OPTION 3: DARK FIBER LEASE

### A.1. Specifications

Inyo/CBC proposes to provide Option 3: Dark Fiber Lease, maintained by Inyo/CBC, connecting the new endpoint at 1360 North Main Street to the existing county endpoint at the Bishop Library, 210 Academy Street.

#### Option 3: Dark Fiber Lease

- Circuit connectivity: 2 strands of fiber optic cable on an all-fiber optic network
  - Symmetrical Speed: 40 Gbps/40 Gbps or 100 Gbps/100 Gbps, dependent on County of Inyo's endpoint equipment.
- New Endpoint: Consolidated Office Building at 1360 North Main Street, Bishop, CA (MPOE Room 137)
- Existing Endpoint: Bishop Library at 210 Academy Street, Bishop
- 24-7-365 Technical, Customer and Field Support
- Maintenance of connection with performance guarantees per CBC's Master Service Agreement with the County of Inyo

Inyo/CBC already has an extensive fiber optic network in and around Inyo County, which minimizes the one-time construction costs necessary to interconnect the new COB at 1360 North Main Street. Only 1,400 feet of new underground fiber optic cable needs to be installed to connect the COB at 1360 North Main Street.

The installation includes:

- Termination, splicing, and equipment costs
- 2 strands of Fiber optic cable (AT-3BE83SX fiber MS/AW Accuribbon DC Cable)
- All underground construction and excavation,
- Placement of all boxes and panels
- Labor & materials
- Required Permits
- Point-to-Point Testing & inspection
- Provision of electronic documentation (circuit/cable identification, test results, tracing diagrams)

**Itemized details on one-time and recurring costs are included in Section D.**

## B. PROJECT PLAN

### B.1. Staff/Resource Scheduling

Inyo/CBC is in a unique position to assign and deploy staff and resources to complete the installation and maintain the network.

As the day-to-day operations manager of CBC's network, Inyo has field techs and work crews already monitoring and maintaining its 586-mile Digital 395 network. Inyo's Operations & Sales Office for Digital 395 is located at 873 North Main Street in Bishop, and Inyo also retains an equipment yard in Bishop.

Inyo/CBC's existing relationship with preferred contractors and subcontractors that are active in the region enable quick mobilization and the ability to pull in additional resources as needed.

### B.2. Timeline

	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6
Notice to Proceed						
Permitting						
Excavation Work						
Fiber Installation & Splicing						
Service Drop Installations						
Final Inspection						
Network Testing						
Service Launch						

### B.3. Contracting

Inyo/CBC anticipates entering the Standard County Contract #113, subject to a negotiated scope of work.

## C. QUALIFICATIONS

---

### C.1. Distributed Fiber & Voice Systems

#### County of Mono



California Broadband Cooperative (CBC) constructed and provides all voice and data connectivity for the County of Mono, connecting more than 30 buildings across the county including the Mono County Sheriff's Offices, fire stations, and the Mammoth Yosemite Airport (MMH). CBC also connects the Mono County Office of Education District Office and all public school locations.

- Direct Internet Access - 150/150 Mbps at 2 headends
- Point-to-Point ELINE - 25/25 Mbps to all county facilities (some mission-critical sites at 1 Gbps)
- SIP Trunking services into Mono County hub and interconnectivity to county's PBX system

Inyo Networks also interconnects all public buildings and services for the Town of Mammoth Lakes through its contract with the County of Mono, including Direct Internet Access, Point-to-Point ELINE connections, and Voice SIP Trunking services.



#### Eastern Sierra Unified School District

#### Eastern Sierra Unified School District

CBC constructed and provides ongoing services to ESUSD for all its internet, data and voice connectivity.

- 10 GB circuit to CENIC from Mammoth County Office of Education (MCOE)
- 1 GB Point-to-Point ELINE connectivity for 5 schools back to MCOE



# SIERRA SANDS

Unified School District

— Engaging All Learners —

## Sierra Sands Unified School District

CBC constructed and provides all voice and data connectivity for SSUSD.

- 10 Gbps DIA at district office
- 1 GB Point-to-Point ELINE connectivity for 12 schools back to district office

SSUSD is contracted with CBC for a "2 Gig Minimum, 10 Gig Burstable" product; the school district pays for a 2 Gbps DIA connection from their district office, but the circuit can burst to speeds of 10 Gbps when needed during peak usage.

---

## C.2. Customer References

### County of Mono

Nate Greenberg, Information Technology Director  
760-932-5503  
ngreenberg@mono.ca.gov

### Eastern Sierra Unified School District

Heidi Torix, Superintendent  
760-932-7443  
htorix@esusd.org

### Sierra Sands Unified School District

Donnie Morrison, Chief Information Officer  
760-499-1633  
dmorrison@ssusd.org

Inyo Networks and California Broadband Cooperative are reinventing the traditional telecommunication market by creating disruptive pricing, products, and deployment strategies, in order to future-proof technology development and innovation ecosystems.

---

Who We Are

### C.3. Company Experience

Inyo Networks and CBC are highly experienced in public-private partnerships, and designs, builds, operates and maintains publicly-owned broadband networks in more than 20 jurisdictions covering 3,000+ miles of fiber optic cable. Inyo/CBC is a full-service broadband network development company providing tele-communications consulting, network engineering, facilities design, and construction services. Inyo/CBC specializes in end-to-end broadband network solutions that require turnkey implementation of engineering design, equipment and material procurement, installation and network turn up services.

CBC and Inyo currently have more than 2,800 direct subscribers, and thousands more customers served on Open Access networks through multiple ISPs. Inyo/CBC offers network management services to public and private broadband network owners, wholesale services to other network service providers, and competitive broadband services directly to commercial and residential end-users in California and Nevada. Among CBC/Inyo's clients are globally technology companies, including Google, AT&T, Apple, Frontier, PG&E, and Verizon, as well as federal, state and local governments. Inyo currently manages the municipally-owned networks for five California cities, including Ontario, Rancho Cucamonga, Vallejo, and Culver City. Inyo/CBC also provides broadband services to more than a dozen Native American tribal communities.



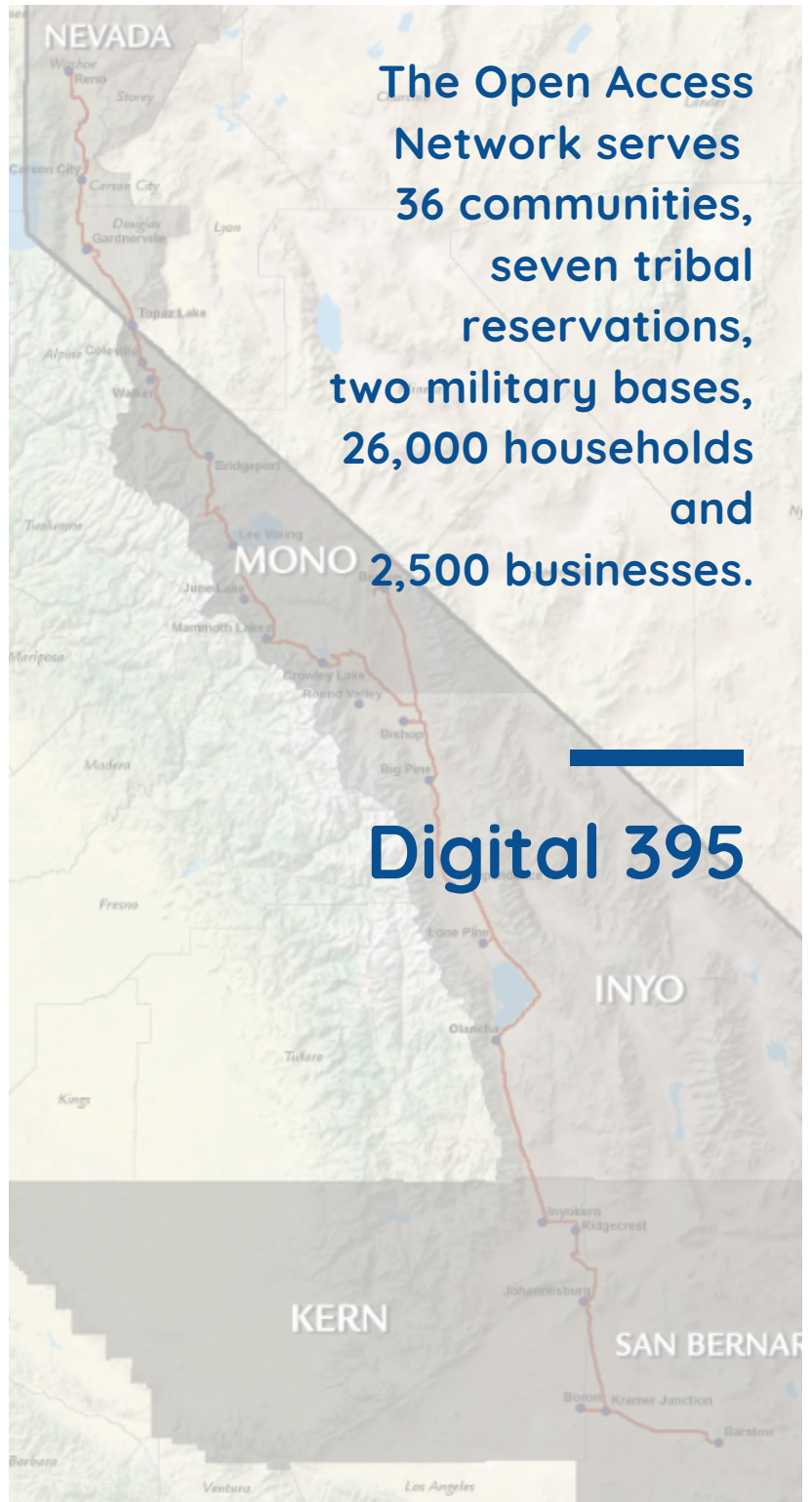
## Network Design, Build & Management



At 583 miles, Digital 395 represents the largest California fiber infrastructure project to date. Completed in 2014, the project addressed a gap in the Eastern Sierras for high capacity middle-mile connectivity. The route predominately follows U.S. Highway 395, providing major transport between southern California and northern Nevada.

The Digital 395 project serves 36 communities, seven tribal reservations, two military bases, 26,000 households and 2,500 businesses. This includes 35 public safety entities, 47 schools, 13 libraries, two community colleges, two universities, 15 health care institutions, and 104 government entities.

The project is owned by the California Broadband Cooperative (CBC), a public-private partnership among local and state agencies, organized labor and for-profit companies. More information can be found at [www.Digital395.com](http://www.Digital395.com).



## City of Ontario (OntarioNet)



- Network Manager, Service Provider
- \$220M city-owned Gigabit commercial and residential network
- 50-mile ring, four nodes
- Designed to serve 200,000 businesses, 47,000 households
- Wi-Fi in City parks, civic center, sports arena, and International Airport



## City of Rancho Cucamonga (RC Fiber)



- Network Manager, Service Provider
- \$100 million City-owned Gigabit commercial and residential network
- 15-mile ring designed to serve 100,000 businesses and households.

## Vanenberg Air Force Base Housing



- 1,000-unit Gigabit residential FTTH network
- Incidental commercial and community institutions.
- \$2.5 million fiber network construction
- Partnership with Balfour Beatty Communities

## City of Vallejo (VallejoNET)



- Network Manager, Service Provider
- \$15 million City-owned Gigabit commercial network
- 35 miles of fiber and conduit designed to serve City facilities, anchor institutions, businesses

Inyo's 1 Gig entry into Vallejo disrupted the market and lowered the costs of doing business in the City.

**Competitive Economy**

## AT&T Greenfield and Brownfield FTTP

Inyo's partner, Praxis Associates, served as directly awarded contractor for AT&T's FTTP launch in California in 2005-2009. Praxis was responsible for project managing, procuring, designing, and installing 45,000 housing units statewide, 18% of which were MDUs. Rapid ramp up required engineering innovations such as configure-to-fit networks that we assembled in a factory, delivered to site, and installed. This method has since been adopted and used nationwide. The \$20 million project included more than 425 neighborhoods across California, and was supervised by Inyo's CEO, Michael Ort.

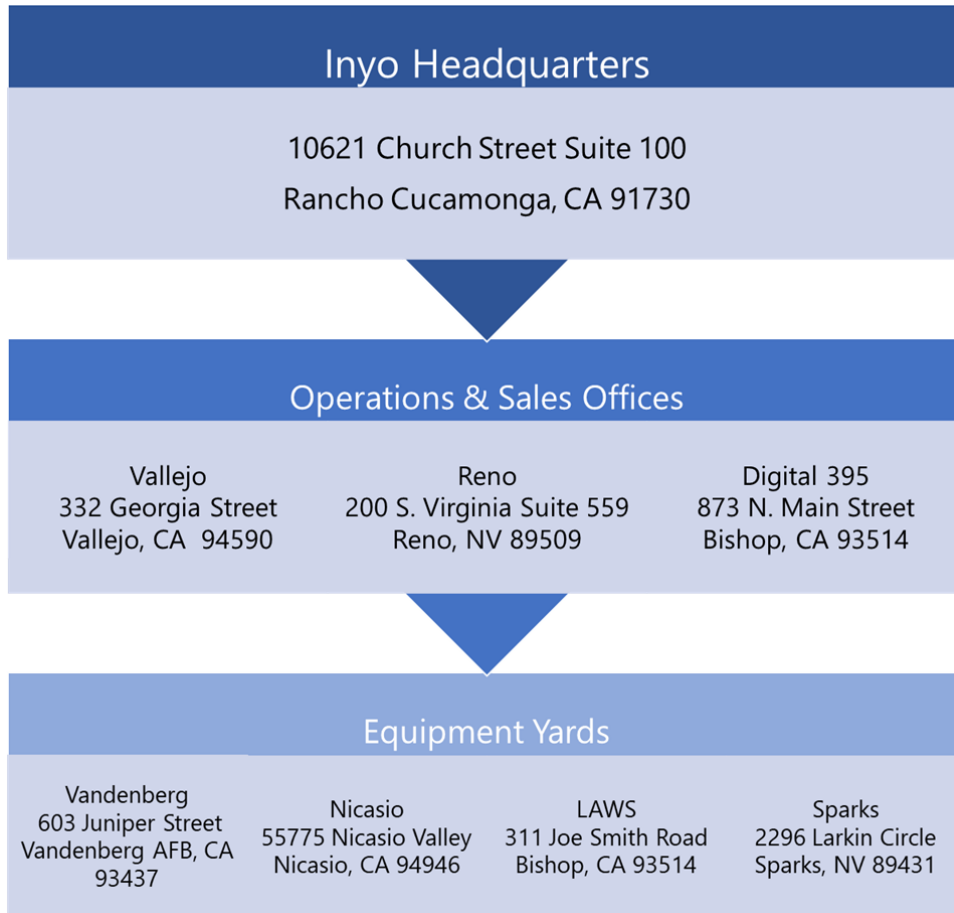


## C.4. Market Overview

### Inyo/CBC Products & Services



## Locations



## Subscribers

Inyo/CBC has more than **3,000 direct subscribers** for Inyo data, internet, and voice services, and manages Open Access networks with multiple ISPs that serve **nearly 30,000 additional users**.

## Cross Section of Markets

### California

Barstow  
 Bishop  
 Bridgeport  
 Coleville  
 Culver City

Mammoth Lakes  
 Nicasio  
 Ontario  
 Rancho Cucamonga  
 Vallejo

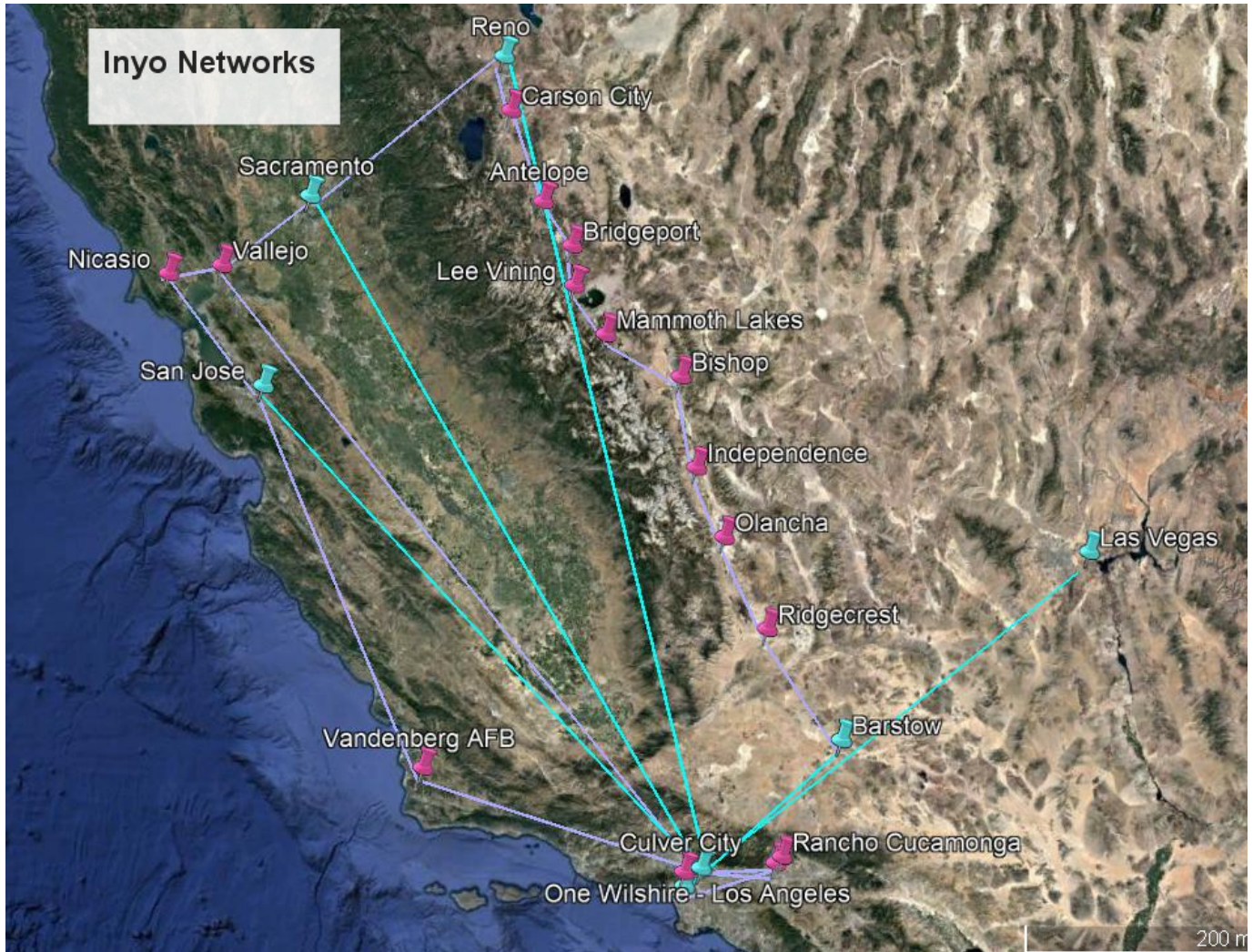
### Nevada

Carson City  
 Gardnerville  
 Reno  
 Topaz Lake

Inyo/CBC works in dozens of additional jurisdictions in California, and also provides alternate access for major telecommunications carriers, including the top 3 wireless companies, as well as acting as a service provider for the Department of Defense.

## C.5. Existing Network

Inyo/CBC manages more than 3,000 miles of fiber optic networks across California and Nevada, with points of presence at data centers interconnected in San Jose, One Wilshire in Los Angeles, Barstow, Las Vegas, Reno, and Sacramento. Inyo has colocations and nodes in more than 12 locations that ensure network stability and interconnectivity.



Inyo and CBC use an all fiber network - no copper and none of the limitations that come with it.

All Fiber Network



**24-7-365**

**Inyo and CBC recognize the critical nature of communications networks for the 21st Century economy, and understand that global business requires a 24-7 operation.**

## C.6. 24-7 Support

Inyo/CBC's 24-7 Service Assurance Network Operations Center (NOC) offers superior service in maintaining network quality, restoring network damages, and addressing end-user customer service needs. These systems are presently in place and support over nearly 3,000 miles of existing networks and circuits, with thousands of residential, commercial, governmental and (other telecom) industry customers.

Inyo/CBC is large enough to handle a significant volume of customers yet small enough to provide personalized attention. Inyo/CBC provides a best-of-class customer service experience and friendly staff treats all customers with respect – no matter if the subscriber spends \$60 per month or an anchor institution that spends \$6,000 per month. Inyo/CBC's user-friendly auto assistant quickly directs callers to the appropriate department, where they are received by a live Inyo customer service or technical support representative. Inyo's staff is well-trained to handle every type of concern a caller may have.

Many technical repairs can be made at the NOC without having a field technician conduct a site visit. However, in the event a physical repair is required in order to address a service outage, Inyo/CBC has a dedicated field technician that can respond and conduct repairs within a four (4) hour window per the Service Level Agreement with the customer.

Routine network maintenance, when necessary, is scheduled ahead of time when network use is at its lowest (typically 2:00 to 4:00 a.m.). Prior notice is given directly to any customers that may expect to have service disruptions.

## D. PROJECT COSTS

### D.1. Itemized Construction Bid

Non-Recurring Construction Costs				
Item	Description	Quantity	Rate	Total
Bore Drill	Direction bore approximately 1,490' and pull back one 4" bord guard conduit, including all tie-ins.	1,490	\$ 30.00	\$ 44,700.00
Labor	Place one 17x30 pull box	1	\$ 550.00	\$ 550.00
Materials	17x30 pull box	1	\$ 550.00	\$ 550.00
Materials	1,490 ' of 4" bore guard	1,490	\$ 6.56	\$ 9,774.40
Labor	Mobilization - demobilization	1	\$3,500.00	\$ 3,500.00
Materials	Fiber Optic Cable	1,490	\$ 0.42	\$ 618.35
Labor	Fiber installation, splicing, testing	1	\$4,250.00	\$ 4,250.00
Permits	County encroachment permit	1	\$ 315.00	\$ 315.00
<b>TOTAL</b>				<b>\$ 64,257.75</b>
<i>Quote includes typical pot holing to identify existing utilities up to a depth of 5'. Potholing beyond 5' in depth will be billed at an hourly rate of \$275.00.</i>				

### D.2. Milestone Payments

Payment of the non-recurring construction costs are due in full upon project completion and delivery of test results, trace diagrams, and circuit/cable identification documentation.

Recurring dark fiber lease costs will be billed on a monthly basis.

### D.3. Recurring Dark Fiber Lease Costs

Two (2) strands of dark fiber optic cable from Bishop Library to new COB:

**Monthly Rate: \$1,000 per month**

### D.4. Contract Term

Inyo/CBC proposes an initial 5-year term, with options to renew up 6 (six) times up to 30 years.



Prepared and Submitted by:

Inyo Networks, Inc.  
10621 Church Street, Suite 100  
Rancho Cucamonga, CA 91730

On behalf of:  
California Broadband Cooperative  
873 North Main Street, Suite 223  
Bishop, CA 93514

For the exclusive use by:

County of Inyo  
P.O. Drawer N  
224 North Edwards Street  
Independence, CA 93526

In response to RFP IS-2001

Contact:  
Will Morat, Director of P3 Business Development  
Inyo Networks  
wmorat@inyonetworks.com \* (909) 457-8446



# County of Inyo



## County Administrator - Information Services

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** March 16, 2021

**FROM:** Rochelle Romo

**SUBJECT:**

---

**RECOMMENDED ACTION:**

Request Board ratify and approve purchases from Strictly Tech for an amount not to exceed \$115,000 for the purchase of 100 HP ProBook 450 laptop computers with 3-year warranties and 100 Kensington docking stations, pursuant to the Technology Refresh Initiative.

**SUMMARY/JUSTIFICATION:**

The FY 2020-2021 adopted budget established the Tech Refresh program that planned for the annual replacement of approximately 25% of the technology equipment at the County. This program helps to stabilize the annual computer replacement costs, streamlining the budget planning process and simplifying the upgrade-related processes.

Information Services identified the need for 100 end-user laptops to replace machines that are currently being used by employees. Due to the current COVID-19 crisis, the need for laptops has increased and the stock of machines Information Services had has been severely depleted. The laptop model is consistent with those acquired in the FY 2018-2019 Tech Refresh purchase. Prices were evaluated from 3 different vendors and it was determined that HP ProBook 450 Laptops from Strictly Tech were the most reasonably priced.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

During the Global Pandemic the national computer supply has been depleted due to the large number of schools and businesses being required to work from home. As a result, the supply chain has been strained and acquiring technology has become extremely difficult. Computer vendors nation wide are unable to guarantee when inventory will become available again. It is imperative that we order new technology as soon as possible so that we can get in line for equipment as it becomes available.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to not approve the request, to modify the quantities requested, or to direct staff to determine alternate solutions. Not approving this request or modifying the quantities requested, however, would be contrary to the initiative proposed as part of the 2020-2021 budget adoption and is not recommended. Directing staff to find alternate solutions would not result in a significantly different recommendation, as Information Services conducted a lengthy, comprehensive and iterative analysis of the system specifications, capabilities during FY 2020-2021.

**OTHER AGENCY INVOLVEMENT:**

The Technology Refresh program affects all General Fund departments and some participating Non-General Fund departments, though not equally each year.

**FINANCING:**

Funding for the purchase of the computers is available in the board approved FY 2020-2021 Computer Upgrade budget 011808, Object Code 5232 (Office and Other Equipment <\$5000).

**ATTACHMENTS:**

1. Strictly Tech Quote

**APPROVALS:**

Rochelle Romo  
Scott Armstrong  
Darcy Ellis  
Amy Shepherd

Created/Initiated - 3/4/2021  
Approved - 3/4/2021  
Approved - 3/5/2021  
Final Approval - 3/8/2021



**\*\* NEW ADDRESS \*\* 2300 NW 55<sup>th</sup> Court, Suite 110 | Fort Lauderdale, FL 33309**

Quotation (Open)	
<b>Date</b>	Feb 03, 2021 12:33 PM EST
<b>Modified Date</b>	Feb 22, 2021 12:59 PM EST
<b>Doc #</b>	89059 - rev 1 of 1
<b>Description</b>	HP Laptop Project
<b>SalesRep</b>	McLeod, Ethan (P) 954.541.8559 (F) 954.606.5441
<b>Customer Contact</b>	Rochelle, Romo rromo@inyocounty.us

**Customer**  
Inyo County CA (13-913)  
Rochelle, Romo  
PO Box 477  
Independence, CA 93526  
United States

**Bill To**  
Inyo County CA  
Rochelle, Romo  
PO Box 477  
Independence, CA 93526  
United States

**Ship To**  
Inyo County CA  
Rochelle, Romo  
168 N Edwards St  
Independence, CA 93526  
United States

**Payment Method**  
Terms: Undefined  
**Shipping Info**  
Delivery Method: FedEx Ground  
Carrier Account:  
Shipping Instructions:

#	Image	Description	Part #	Tax	Qty	Unit Price	Total
1		HP ProBook 450 G8 Core i5 1135G7 / 2.4 GHz - Win 10 Pro 64-bit - 8 GB RAM - 256 GB SSD NVMe, HP Value - 15.6" IPS 1920 x 1080 (Full HD) - Iris Xe Graphics - Wi-Fi, Bluetooth - pike silver aluminum - kbd: US	28K93UT#ABA	Yes	100	\$743.74	\$74,374.00
2		STATE of CA EWASTE size 15in. up to 34in.	EWASTE2	No	100	\$5.00	\$500.00
3		Electronic HP Care Pack Pick-Up and Return Service Extended service agreement - parts and labor - 3 years - pick-up and return - 9x5 - for HP 245 G7, 470 G7; ProBook 430 G7, 430 G8, 440 G8, 445 G7, 450 G8, 455 G7; ProBook x360	HEW07E	No	100	\$63.99	\$6,399.00
4		Kensington SD4750P USB-C & USB 3.0 Dual 4K Docking Station 85W PD - DP & HDMI - Win/Mac - Docking station - USB-C / USB 3.0 - 2 x HDMI, 2 x DP - GigE - 135 Watt - North America	K39105NA	Yes	100	\$234.75	\$23,475.00

**FREE GROUND SHIPPING**  
The Strictly Difference

CAGE: 70BA0  
DUNS: 078817964  
FEIN: 46-2619818  
Woman-Owned Small Business (WOSB)  
Primary NAICS: 423430

**Subtotal: \$104,748.00**  
Tax (7.750%): \$7,583.30  
Shipping: \$0.00  
**Total: \$112,331.30**





Southern Computer Warehouse  
 1395 S. Marietta Parkway | Building 300-106  
 Marietta, GA 30067  
 (P) 877-468-6729  
 (F) 770-579-8937  
 SCW.com

Quote # 100287364 - Laptop and Docking Station Quote  
 Cust #: IC31671 ( Inyo County CA )  
 Quote Date: Feb 3, 2021

<b>Sold to:</b>	<b>Ship to:</b>
Accounts Payable Inyo County CA 168 N Edwards St Independence, California, 93526 rromo@inyocounty.us	REF RR02032021 Inyo County CA 168 N Edwards St Independence, California, 93526 rromo@inyocounty.us
<b>Shipping Method: Free Shipping - Free</b>	

Notes: Please review the requested quote. . Have a great day and thanks for the opportunity!!

#	Products	SKU	Price	Qty	Subtotal
1	HP ProBook 450 G8 15.6" Notebook - Full HD - 1920 x 1080 - Intel Core i5 (11th Gen) i5-1135G7 Quad-core (4 Core) - 8 GB RAM - 256 GB SSD - Windows 10 Pro - IEEE 802.11ac Wireless LAN Standard 2V8F9UT#ABA	HEW-2V8F9UT#ABA	\$790.05	100	\$79,005.00
	Currently not in stock lead time 2-4 weeks. The HP products quoted below utilize the HP NASPO ValuePoint Contract Pricing. The Contract Number MNNVP-133 and PA 7-15-70-34-001 should be listed on your PO. Ask me how I can help with your HP NASPO needs!				
2	State of CA eWaste Fee Screen Sizes greater than 15" but less than 35"	SCW-EWASTE2-2	\$5.00	100	\$500.00
3	Kensington SD4750P Docking Station - USB Type C - Wired K39105NA	KEN-K39105NA	\$216.37	100	\$21,637.00
	Currently in stock and ready to ship				
4	HP Care Pack - 3 Year Extended Warranty - Service - 9 x 5 - Service Depot - Technical - Physical Service	HEW-UK707E	\$60.75	100	\$6,075.00

The HP products quoted below utilize the HP NASPO ValuePoint Contract Pricing. The Contract Number MNNVP-133 and PA 7-15-70-34-001 should be listed on your PO. Ask me how I can help with your HP NASPO needs!

Subtotal:	\$107,217.00
Tax:	7799.76
Grand Total (Incl. Tax):	\$115,016.76

Thank you for your quote. We value your business and will continue to provide you excellent service in addition to our comprehensive product line. All returns must be authorized and clearly marked with a valid RMA number. Returns are subject to restock fees when applicable.

Quotes are valid for 30-days unless otherwise noted.

Shelton Canady  
shelton.canady@scw.com  
Southern Computer Warehouse  
1395 S. Marietta Parkway | Building 300-106  
Marietta, GA 30067  
(P) 877-468-6729  
(F) 770-579-8937

This Quote may contain material that is confidential, and proprietary to SCW, for the sole use of the intended recipient. Any review, reliance or distribution by others or forwarding without express permission is strictly prohibited. If you are not the intended recipient, please contact the sender and delete all copies.

**SOLD-TO PARTY**      11112339

INYO COUNTY  
 INFORMATION SERVICES  
 ATTN: ACCOUNTS PAYABLE  
 PO BOX 477  
 INDEPENDENCE CA 93526-0477

**SHIP-TO PARTY**

COUNTY OF INYO  
 INFORMATION SERVICES  
 168 N EDWARDS  
 INDEPENDENCE CA 93526

Quotation	
<b>Quotation Number</b>	: <a href="#">223227987</a>
<b>Document Date</b>	: 22-JAN-2021
<b>PO Number</b>	:
<b>PO Release</b>	:
<b>Sales Rep</b>	: Lisa Jamner
<b>Email</b>	: <a href="mailto:LISA.JAMNER@INSIGHT.COM">LISA.JAMNER@INSIGHT.COM</a>
<b>Telephone</b>	: 3102255011

**We deliver according to the following terms:**

**Payment Terms** : Net 45 days  
**Ship Via** : Insight Assigned Carrier/Ground  
**Terms of Delivery** : FOB ORIGIN  
**Currency** : USD

In order for Insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with OMNIA Partners Public Sector (formerly U.S. Communities). Our sales teams would be happy to assist you with your registration. Please contact them for assistance -- the registration process takes less than five minutes.

Material	Material Description	Quantity	Unit Price	Extended Price
<a href="#">28K93UT#ABA</a>	HP ProBook 450 G8 - 15.6" - Core i5 1135G7 - 8 GB RAM - 256 GB SSD - US  EWR Fee                    5.00/EA OPEN MARKET	100	770.00	77,000.00
<a href="#">K39105NA</a>	Kensington SD4750P USB-C & USB 3.0 Dual 4K Docking Station - 85W PD - DP & HDMI - Win/Mac - docking station - USB-C / USB 3.0 - 2 x HDMI, 2 x DP - GigE  OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	100	240.00	24,000.00
<a href="#">UK703E</a>	Electronic HP Care Pack Next Business Day Hardware Support - extended service agreement - 3 years - on-site  OPEN MARKET	100	101.00	10,100.00

Product Subtotal	101,000.00
Services Subtotal	10,100.00
EWR Fee	500.00
TAX	7,827.50
<b>Total</b>	<b>119,427.50</b>

Lease & Financing options available from Insight Global Finance for your equipment & software acquisitions. Contact your Insight account executive for a quote.

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Lisa Jamner  
3102255011  
[LISA.JAMNER@INSIGHT.COM](mailto:LISA.JAMNER@INSIGHT.COM)

OMNIA Partners (formerly U.S. Communities) IT Products, Services and Solutions Contract No. 4400006644

Insight Public Sector (IPS) is proud to be a contract holder for the OMNIA Partners Technology Products, Services & Solutions Contract.

This competitively solicited contract is available to participating agencies of OMNIA Partners. OMNIA Partners assists local and state government agencies, school districts (K-12), higher education, and nonprofits in reducing the cost of purchased goods by pooling the purchasing power of public agencies nationwide. This is an optional use program with no minimum volume requirements and no cost to agencies to participate.

Regarding tariff impacts on IPS contract quotes, Insight is communicating with the contracting officials on the contracts held by Insight to minimize the impact of tariffs to our clients.

Thanks for choosing Insight!

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

Effective Oct. 1, 2018, the U.S. government imposed tariffs on technology-related goods. Technology manufacturers are evaluating the impact on their cost and are providing us with frequent cost updates. For this reason, quote and ecommerce product pricing is subject to change as costs are updated. If you have any questions regarding the impact of the tariff on your pricing, please reach out to your sales team.

**SOFTWARE AND CLOUD SERVICES PURCHASES:** If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.  
<https://www.insight.com/terms-and-policies>





# County of Inyo



## Clerk of the Board

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** March 16, 2021

**FROM:** Assistant Clerk of the Board

**SUBJECT:** Approval of Board of Supervisors Meeting Minutes

---

**RECOMMENDED ACTION:**

Request Board approve the minutes of the regular Board of Supervisors meetings of February 16, 2021 and March 2, 2021.

**SUMMARY/JUSTIFICATION:**

The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, [www.inyocounty.us](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 - 3/11/2021  
Final Approval - 3/11/2021



# County of Inyo



## Agricultural Commissioner - Cannabis

### TIMED ITEMS - ACTION REQUIRED

**MEETING:** March 16, 2021

**FROM:** Nathan Reade

**SUBJECT:** Public Hearing on Request to Change Commercial Cannabis Business License Number 000132

---

**RECOMMENDED ACTION:**

Request Board: A) conduct a public hearing to consider a request from commercial cannabis business licensee ShadeGrown Farms, LLC to change their existing cultivation license type of less than 5,000 square feet to the cultivation in excess of 5,000 square feet license type; and B) Authorize the requested license modification subject to the licensee's express agreement to hold the County harmless from any challenges resulting from this license modification.

**SUMMARY/JUSTIFICATION:**

On February 21, 2021, the Agricultural Commissioner's Office received from owner Lowell Shade a request to change commercial cannabis business license 000132, currently a cultivation less than 5,000 square feet license type, to an in excess of 5,000 square foot license type. This request also seeks to alter the ownership structure of the licensee, ShadeGrown Farms, from 100% owned by Lowell Shade to 75% Lowell Shade and 25% Douglas Quist.

Absent any unforeseen, unique, or otherwise substantial concerns from nearby residents and assuming Mr. Quist passes the required background check, staff recommends that this request be approved subject to the Licensee agreeing to the County harmless from any challenges to the license modification. The hold harmless provision is included based on the fact that staff determined that a modification to the licensee's related Conditional Use Permit (CUP), and the hold harmless requirement attached to that process, will not be required. Staff determination that a CUP modification is not required is based on the fact that the CUP already permits cultivation and that the license changes at issue will not result in any reasonable foreseeable impacts to the environment that have not already been considered in the CEQA review conducted at the time of the CUP issuance. Having said that, if a CEQA, or any other, challenge were to be made against this discretionary license modification, the County intends to transfer that risk and related costs to the licensee.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

Your board approved a commercial cannabis business license under the name ShadeGrown Farms, LLC on December 18, 2018. The license type approved was for cultivation less than 5,000 square feet. This business has since obtained local authorization and has acquired a state license for cultivation.

The commercial cannabis licensing zone where this modification is requested is 5G. Currently zone 5G has two cultivation licenses of less than 5,000 square feet available with a new application in and under review for this

smaller cultivation type. Zone 5G has 4 cultivation in excess of 5,000 square feet licenses available with at least one application expected in the new future.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your board could deny this request. This would have unknown consequences to the business as well as the potential to reduce tax collections in future years.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

If your board denies this request there could potentially be the same or less tax revenue derived from this licensee. If your board approves this request there could potentially be more tax revenue derived from this licensee due to higher production volume.

**ATTACHMENTS:**

1. 2021 Business License Change Request 2

**APPROVALS:**

Nathan Reade

Darcy Ellis

Nathan Reade

Marshall Rudolph

Created/Initiated - 3/2/2021

Approved - 3/5/2021

Approved - 3/8/2021

Final Approval - 3/8/2021



# COUNTY OF INYO

COUNTY COMMERCIAL CANNABIS PERMITTING OFFICE

207 WEST SOUTH STREET  
BISHOP, CA 93514  
760.873.7860

## COMMERCIAL CANNABIS BUSINESS PERMIT CHANGE REQUEST

### SECTION 1 – TYPE OF PROPOSED CHANGE

<input checked="" type="checkbox"/>	Modification of Premises (may require CUP review, attach supporting documentation)
<input checked="" type="checkbox"/>	Change of Ownership (complete attached page 2)
<input type="checkbox"/>	Add/Change Medical or Adult-Use Designation (complete section below)
<input type="checkbox"/>	Add/Change License Type for Microbusiness (complete section below, may require CUP review)
<input checked="" type="checkbox"/>	Other Change <i>Addition of type 3 outdoor cultivation license, add Nursery license</i>

For license type change or addition, indicate desired type below:

<input type="checkbox"/> Cultivation (5,000 ft <sup>2</sup> or less)	<input type="checkbox"/> Testing Laboratory
<input checked="" type="checkbox"/> Cultivation (greater than 5,000 ft <sup>2</sup> )	<input type="checkbox"/> Retailer (If checked, do you plan to make deliveries? <input type="checkbox"/> Yes / <input type="checkbox"/> No)
<input type="checkbox"/> Manufacturing Level 1 (non-volatile extraction/infusion, etc.)	<input type="checkbox"/> Distributor
<input type="checkbox"/> Manufacturing Level 2 (volatile extraction)	<input type="checkbox"/> Microbusiness (check all activities that apply)

For license designation change, indicate desired type below:

<input type="checkbox"/> Medical	<input checked="" type="checkbox"/> Adult-use
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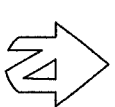
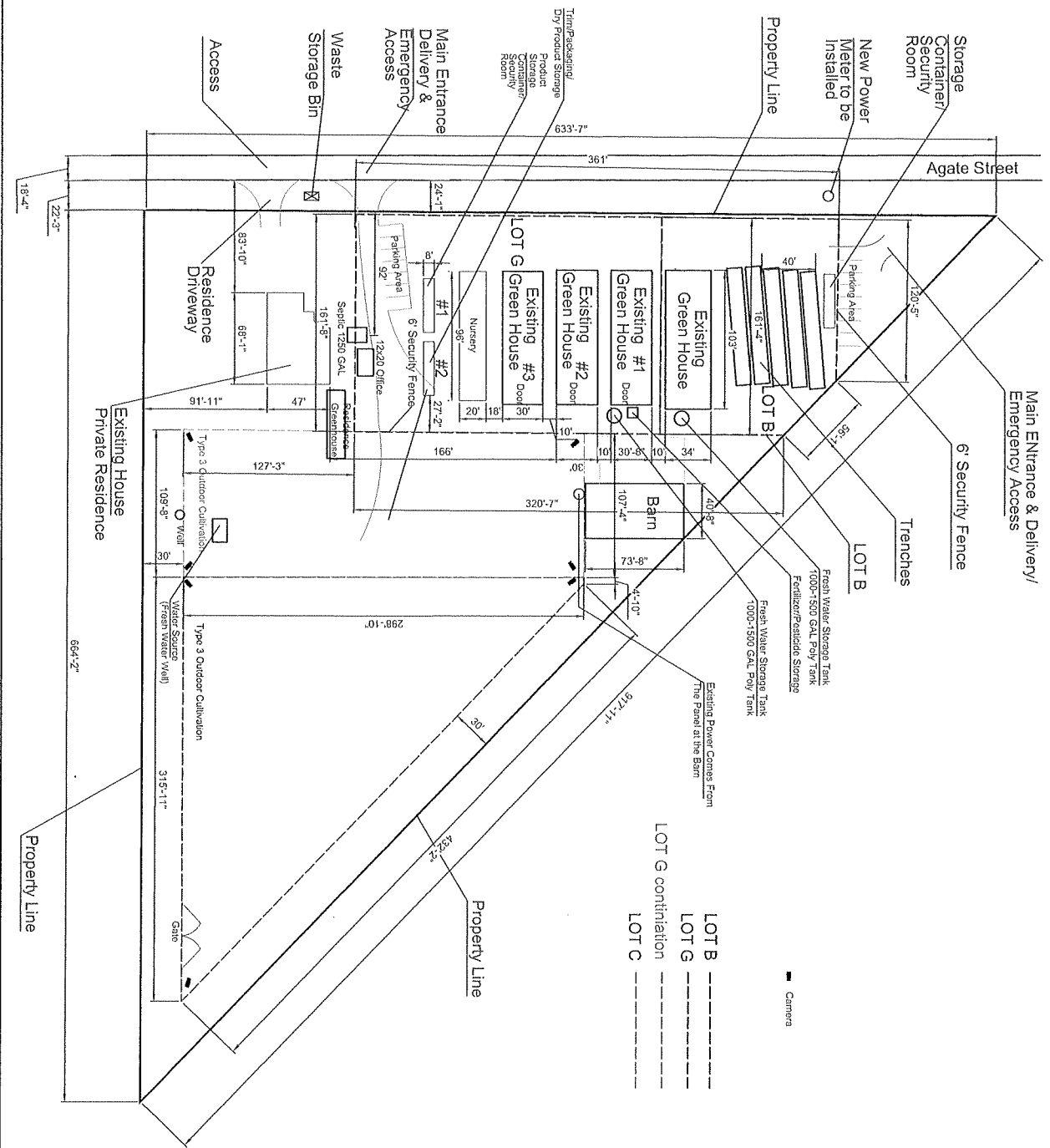
Provide a short description of proposed changes below:

*We are expanding the premises to allow space for a type 3 outdoor over 5000 sqft upto 1 acre cultivation and the addition of a Nursery license to allow us to sell clones & plants to other licensed farmers. all nursery activities will take place in the same designated Nursery areas in the original application. attached is the new site plan showing the enlarged premises & areas for outdoor cultivation.*

**RETURN TO:** INYO COUNTY COMMERCIAL CANNABIS PERMIT OFFICE  
207 W SOUTH STREET  
BISHOP, CA 93514

Licensee Information			
Primary Owner Name <i>Lowell Shade</i>			Percent Ownership <i>75</i> %
Physical Address <i>135 Agate st.</i>	City <i>Shoshone CA.</i>	State <i>CA</i>	Zip Code <i>92384</i>
Mailing Address (if different than physical address) <i>3821 Winchester ave</i>	City <i>Pahrump</i>	State <i>NV</i>	Zip Code <i>89048</i>
Primary Phone Number <i>775-764-7560</i>	Secondary Phone Number <del>760-760-</del>	Email Address <i>Shadegrownfarms@gmail.com</i>	
List assessor parcel numbers of any real estate owned in Inyo County <i>048-540-08</i>	Are you delinquent on any property taxes in Inyo County? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		

Other Owner Information			
Name <i>Douglas Quist</i>			Percent Ownership <i>25</i> %
Mailing Address <i>9519 Grandview Spring ave</i>	City <i>Las Vegas</i>	State <i>NV</i>	Zip Code <i>89166</i>
List assessor parcel numbers of any real estate owned in Inyo County <i>NONE</i>	Are you delinquent on any property taxes in Inyo County? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
Name			Percent Ownership %
Mailing Address	City	State	Zip Code
List assessor parcel numbers of any real estate owned in Inyo County	Are you delinquent on any property taxes in Inyo County? <input type="checkbox"/> YES <input type="checkbox"/> NO		
Name			Percent Ownership %
Mailing Address	City	State	Zip Code
List assessor parcel numbers of any real estate owned in Inyo County	Are you delinquent on any property taxes in Inyo County? <input type="checkbox"/> YES <input type="checkbox"/> NO		
Name			Percent Ownership %
Mailing Address	City	State	Zip Code
List assessor parcel numbers of any real estate owned in Inyo County	Are you delinquent on any property taxes in Inyo County? <input type="checkbox"/> YES <input type="checkbox"/> NO		
Name			Percent Ownership %
Mailing Address	City	State	Zip Code
List assessor parcel numbers of any real estate owned in Inyo County	Are you delinquent on any property taxes in Inyo County? <input type="checkbox"/> YES <input type="checkbox"/> NO		



- LOT B -----
- LOT G -----
- LOT G continuation -----
- LOT C -----

Land Use Cat. RESIDENTIAL  
 Land Use Desc. SINGLE FAMILY RESIDENCE  
 Building Area 1,917 SF  
 Lot Area 229,561 SF (5.27 ACRES)  
 Building/Lot Ratio 0.01  
 No. of Units 1

**140 AGATE ST**  
 Stewart Valley California  
 Scale: 1"=75'