

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.

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. 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.

May 25, 2021 - 10:00 AM

1. **PLEDGE OF ALLEGIANCE** (Join meeting via Zoom [here](#))
2. **PROCLAMATION** - Board approval and reading of a proclamation duly recognizing and honoring May 31, 2021 as Memorial Day.
3. **PUBLIC COMMENT**
4. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
5. **COVID-19 STAFF UPDATE**

DEPARTMENTAL - PERSONNEL ACTIONS

6. **Health & Human Services** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested position exists in a non-General Fund budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment; however, as a State Merit System position, an open recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of two (2) Office Clerks II/III at Range 50 (\$2,975 - \$3,619) or Range 52 (\$3,118 - \$3,788).

7. **Health & Human Services - Behavioral Health** - Request Board: A) change the Authorized Strength in HHS by reclassifying one (1) Public Health Nurse position at Range 80 in Behavioral Health as a Behavioral Health Nurse I at Range 78 or Behavioral Health Nurse II at Range 80; and B) consistent with the adopted Authorized Position Review Policy:
1. find that the availability of funding for one (1) Behavioral Health Nurse I or II exists in the Non-General Fund Behavioral Health budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller;
 2. find that where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and
 3. approve the hiring of one (1) Behavioral Health Nurse 1 at Range 78 (\$5,741 - \$6,976) or a Behavioral Health Nurse II at Range 80 (\$6,018 - \$7,320), depending on qualifications.

CONSENT AGENDA (Approval recommended by the County Administrator)

8. **Clerk of the Board** - Request Board appoint Ms. Melinda DeCoster to a four-year term on the Big Pine Cemetery Board of Trustees ending June 15, 2025 and Ms. Rosemarie Todd to a four-year term on the Big Pine Cemetery Board of Trustees ending June 30, 2022.
9. **County Administrator - Advertising County Resources** - Request Board approve a contract between Christopher Langley and the County of Inyo for provision of Film Commissioner services, for the period of July 1, 2021 to June 30, 2024 in an amount not to exceed \$109,400 (Year 1 = \$37,800; Year 2 = \$35,800; Year 3 = \$35,800), contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
10. **County Administrator - Economic Development** - Request Board approve Amendment No. 1 to the contract between The Ferguson Group, LLC and County of Inyo for provision of Federal Advocacy Services, extending the term from July 1, 2018 to June 30, 2022 in an amount not to exceed \$101,000, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
11. **County Administrator - Purchasing** - Request Board award Bid No. 2021-07 - Print Bid to The Hanigan Company, Inc. and authorize purchase orders to be approved for various County Departments to order printing from this bid for Fiscal Year 2021-2022, Fiscal Year 2022-2023, Fiscal Year 2023-2024 with the option to extend the bid for an additional two fiscal years.
12. **County Administrator - Recycling & Waste Management** - Request Board approve the contract with Waste Management of California, Inc. for waste hauling services from the community of Homewood Canyon, in an amount not to exceed \$66,765.02 for the period of July 1, 2021 through June 30, 2024, subject to the Board's adoption of future County budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
13. **County Administrator - Recycling & Waste Management** - Request Board approve the contract between the County of Inyo and Pahrump Valley Disposal of Pahrump, NV as a sole-source provider of waste hauling services from the communities of Tecopa, Shoshone, Charleston View, Furnace Creek, and Death Valley Junction to Pahrump, Nevada Waste Disposal Facility, in an amount not to exceed \$1,175,078.09 for the period of July 1, 2021 through June 30, 2026, contingent upon the Board's approval of future budgets, and authorize the

Chairperson to sign, contingent upon all appropriate signatures being obtained.

14. **Health & Human Services - Behavioral Health** - Request Board approve the contract between the County of Inyo and Dr. Anne Goshgarian of Bishop, CA to serve as the Health and Human Services Substance Use Disorder Medical Director in an amount not to exceed \$21,000 for the period of July 1, 2021 through June 30, 2022, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
15. **Public Works** - Request Board: A) declare VSS Emultech of Bakersfield, CA the successful bidder for Asphaltic Emulsion per Bid RD21-04; and B) authorize the purchase of thirty-two (32) 280-gallon capacity totes of SS-1H Asphaltic Emulsion from VSS Emultech of Bakersfield, CA in an amount not to exceed \$54,081.70.
16. **Public Works** - Request Board: A) declare Seal Master of Bakersfield, CA the successful bidder for Crack Seal Material and enter into six-month rental agreement for crack sealing kettle from Seal Master of Bakersfield, CA per Bid No. RD21-06; and B) authorize the purchase of 60,000 pounds of Crack Seal Material and a six-month kettle rental from Seal Master of Bakersfield, CA in an amount not to exceed \$60,124.50.
17. **Public Works** - Request Board: A) declare Bowman Asphalt of Bakersfield, CA the successful bidder for 300 Tons of Plant Mixed Asphalt per Bid No. RD21-05; and B) authorize the purchase of Three Hundred (300) Tons of Plant Mixed Asphalt from Bowman Asphalt of Bakersfield, CA in an amount not to exceed \$50,971.50.

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

18. **County Administrator - Advertising County Resources** - Request Board accept Fiscal Year 2020-2021 Written Report from Inyo County Film Commissioner Chris Langley.
19. **Planning Department** - Request Board: A) receive a presentation from staff regarding the scoping period for the environmental evaluation of a Comprehensive River Management Plan (CRMP) for the Amargosa Wild and Scenic River; and B) approve and authorize the Chairperson to sign a letter commenting on the CRMP.
20. **Water Department** - Request Board provide direction to the County's Standing Committee representatives in advance of the meeting of the Inyo County/Los Angeles Standing Committee scheduled for May 26, 2021.
21. **Sheriff** - Request Board ratify and approve the 2021 Operational and Financial Plan between the County of Inyo and USDA Forest Service, Inyo National Forest for the provision of Patrol Service for a funding amount up to \$12,000 for the period of October 1, 2020, through September 30, 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.
22. **Health & Human Services** - Request Board: A) approve a Memorandum of Understanding (MOU) to transfer ownership of state-provided trailers between the City of Los Angeles, Inyo County, and the Inyo Mono Advocates for Community Action (IMACA) for homelessness relief and authorize the HHS Director to sign; and B) approve the MOU between IMACA and the County of Inyo regarding the temporary storage of travel trailers and authorize the HHS Director to sign.

23. **Health & Human Services - Health/Prevention** - Request Board ratify and approve the agreement between the County of Inyo and Denise Marley of La Quinta, CA for compensation of services satisfactorily rendered to support Graphic Design & Marketing Services for Public Health & Prevention/COVID-19 Response activities as part of the ELC 2 & ELC Expansion Grant in Inyo County, in the amount of \$150,000 for the period of May 15, 2021 through June 30, 2023, contingent upon the approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
24. **Probation** - Request Board: A) ratify and approve the agreement between the County of Inyo and Board of State Community Corrections (BSCC) for the Proposition 64 Public Health and Safety Grant for the period of May 1, 2021 through October 31, 2024, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and B) approve Resolution No. 2021-29 authorizing the Inyo County Assistant CAO to execute agreements with the BSCC on behalf of the County of Inyo for the Proposition 64 Public Health and Safety Grant awarded April 8, 2021.
25. **Public Works** - Request Board ratify and approve payment to Spiess Construction Inc. of Santa Maria, CA in the amount of \$237,900 for South Lake Road Emergency Repair Work.
26. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meeting of May 18, 2021.

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

27. ***PUBLIC COMMENT***

BOARD MEMBERS AND STAFF REPORTS



**PROCLAMATION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO,
STATE OF CALIFORNIA
DULY RECOGNIZING AND HONORING
MAY 31, 2021 AS MEMORIAL DAY**

WHEREAS, on Memorial Day, we pay solemn tribute to the men and women who marched, flew, and sailed in defense of our freedoms and way of life, never to see their loved ones again; and

WHEREAS, in enduring respect and gratitude for their sacrifice, we hold in our hearts those who fought to preserve our freedoms and our American way of life; and

WHEREAS, every year, Californians uphold the tradition that began as Decoration Day in 1868 in memory of those lost during the Civil War, and was broadened after the First World War to honor all Americans who have perished in our nation's wars; and

WHEREAS, on this Memorial Day, 2021, we will take time to reflect on the meaning of sacrifice and heroism, demonstrated by those in uniform over the centuries, and connect it to the heroes of today; and

WHEREAS, in memory of the fallen, Inyo County orders that flags be flown at half-staff on all County, State and Federal buildings and grounds throughout the County; and

WHEREAS, the Board of Supervisors also asks you to join all Americans by participating in the National Moment of Remembrance at 3:00 p.m. local time on Memorial Day, a shared moment of silence to honor those who have made the ultimate sacrifice.

NOW, THEREFORE, BE IT PROCLAIMED that May 31, 2021 be observed as Memorial Day and be duly recognized and honored with reverence and gratitude.

APPROVED AND ADOPTED this 25th day of May 2021, by the Inyo County Board of Supervisors.

Jeff Griffiths,
Chairperson,
County of Inyo Board of Supervisors

Attest: *CLINT C. QUILTER*
Clerk of the Board

By: _____
Assistant Clerk of the Board



County of Inyo



Health & Human Services

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: May 25, 2021

FROM: Tyler Davis

SUBJECT: Request to hire two full time Office Clerks II/III in the HHS Social Services Employment and Eligibility division.

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested position exists in a non-General Fund budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment; however, as a State Merit System position, an open recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of two (2) Office Clerks II/III at Range 50 (\$2,975 - \$3,619) or Range 52 (\$3,118 - \$3,788).

SUMMARY/JUSTIFICATION:

Two of our Office Clerks currently housed in our Employment and Eligibility Division recently accepted positions as Integrated Case Workers, resulting in two vacancies. These two Office Clerk positions provide critical front office reception support to our Employment and Eligibility division and will be merged with our other reception Office Clerk team members to provide coordinated front office reception at the consolidated office building. These positions ensure smooth operation in an office that regularly manages a heavy volume of telephone and in-person client contact. They act as the primary first point of contact in person or by telephone to individuals applying for a wide range of social services programs.

In addition to handling the telephone and lobby traffic, the Office Clerks manage client schedules and office assignments for the Employment and Eligibility Office and provide support to the Integrated Case Workers in all areas of the office as well as managing all of the regular clerical assignments. The range of program services provided out of the office include, but are not limited to, MediCal benefits, Cal Fresh benefits, cash assistance through CalWORKs, County Medical Services Program (CMSP) and General Relief. Maintaining our current staffing level helps ensure high quality customer services, as well as ensuring timely and accurate documentation of client records.

With the transition to the new consolidated office building, the office clerk positions will be cross-trained in all HHS programs, allowing them to assist our clients with multiple needs and connecting them with identified needs.

The Department is respectfully requesting authorization to hire two Office Clerk II/III in the HHS Social Services Employment and Eligibility division.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose to not allow HHS to fill this vacancy, which would impact our ability to ensure coverage of reception duties in the Bishop office and ultimately in our consolidated office building. It would also result in the reception duties being performed by higher-paid professional staff.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

Federal, State and Social Services Realignment. These positions are budgeted 5% in CMH (045200), 75% in Social Services (055800) and 20% in WIOA (613720) in the Salaries and Benefits object codes. No County General funds.

ATTACHMENTS:

APPROVALS:

Tyler Davis	Created/Initiated - 5/14/2021
Keri Oney	Approved - 5/17/2021
Darcy Ellis	Approved - 5/18/2021
Marilyn Mann	Approved - 5/18/2021
Melissa Best-Baker	Approved - 5/18/2021
Sue Dishion	Approved - 5/18/2021
Amy Shepherd	Approved - 5/18/2021
Marilyn Mann	Final Approval - 5/18/2021



County of Inyo



Health & Human Services - Behavioral Health

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: May 25, 2021

FROM: Lucy Vincent

SUBJECT: Request to recruit and hire one full time Behavioral Health Nurse I/II position

RECOMMENDED ACTION:

Request Board: A) change the Authorized Strength in HHS by reclassifying one (1) Public Health Nurse position at Range 80 in Behavioral Health as a Behavioral Health Nurse I at Range 78 or Behavioral Health Nurse II at Range 80; and B) consistent with the adopted Authorized Position Review Policy:

1. find that the availability of funding for one (1) Behavioral Health Nurse I or II exists in the Non-General Fund Behavioral Health budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller;
2. find that where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and
3. approve the hiring of one (1) Behavioral Health Nurse I at Range 78 (\$5,741 - \$6,976) or a Behavioral Health Nurse II at Range 80 (\$6,018 - \$7,320), depending on qualifications.

SUMMARY/JUSTIFICATION:

Our one full time PHN in the Behavioral Health Division has accepted a position in our local schools resulting in a vacancy as of May 12, 2021. The nurse in this position also functioned as the foster care nurse which requires a PHN. The Department reviewed the tasks performed and has determined that the foster care nurse functions could be performed by a PHN in our Public Health and Prevention Division and the current vacancy functions primarily as a Behavioral Health nurse.

This position works under the clinical direction of the contracted telehealth psychiatrist or designated physician and performs an array of nursing functions for persons with mental illness and/or addiction issues and related health conditions. These duties may include in-home and clinic-based observation and assessment of client's behavioral health and physical health conditions; assistance with tele-psychiatry appointments; preparation and administration of psychotropic medications under the direction of the physician to include both routine and specialized treatments, such as injections; analysis and tracking of treatment and medication responses and outcomes; and participation in interdisciplinary treatment team meetings to plan consumer care.

A portion of these duties will be performed while working closely with programs offering services to older adults to

identify persons at-risk of/or evidencing mental illness or emotional disturbance and to provide community outreach, support, training and home-based services to the older adult population and their care givers. A portion of these duties may also include working closely with physical health care providers to ensure coordination of care and teaching of self-management skills to clients. Duties will also include participation in quality assurance activities; provision of education regarding medication and medical aspects of treatment to clients and client care givers; and participation in an after-hour on call rotation as assigned. The Department respectfully requests permission to hire a Behavioral Health Nurse I/II.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose to not to fill this vacancy, resulting in a gap in care for persons with mental illness and difficulty in the provision of our tele-psychiatry service provision.

OTHER AGENCY INVOLVEMENT:

Local health care providers, Southern Inyo Hospital, Northern Inyo Hospital, pharmacies, managed care providers.

FINANCING:

Medi-Cal, BH Realignment, MHBG and MHSA. This position will be budgeted 100% in the Mental Health budget in the salaries and benefits object codes. No County General Funds.

ATTACHMENTS:

APPROVALS:

Lucy Vincent	Created/Initiated - 5/11/2021
Darcy Ellis	Approved - 5/12/2021
Lucy Vincent	Approved - 5/12/2021
Marilyn Mann	Approved - 5/12/2021
Melissa Best-Baker	Approved - 5/13/2021
Sue Dishion	Approved - 5/13/2021
Amy Shepherd	Final Approval - 5/13/2021



County of Inyo

Clerk of the Board

CONSENT - ACTION REQUIRED

MEETING: May 25, 2021

FROM: Assistant Clerk of the Board

SUBJECT: Appointments to Big Pine Cemetery District Board of Trustees

RECOMMENDED ACTION:

Request Board appoint Ms. Melinda DeCoster to a four-year term on the Big Pine Cemetery Board of Trustees ending June 15, 2025 and Ms. Rosemarie Todd to a four-year term on the Big Pine Cemetery Board of Trustees ending June 30, 2022.

SUMMARY/JUSTIFICATION:

Your Board has appointing authority over the Big Pine Cemetery District Board of Trustees. Four of the five terms are currently filled and the fifth term has been vacant for more than a year. The District secretary recently asked that the vacancy be re-advertised. Per your Board's policy, a Notice of Vacancy was published in the newspaper and also included Ms. Melinda DeCoster's term that is scheduled to expire on June 15. Two letters of interest were received - one from Ms. DeCoster requesting reappointment and one from Ms. Rosemarie Todd requesting appointment to the vacant seat.

Both of their letters of interest are attached here for your consideration.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board may decline to make appointments at this time and/or ask that the vacancies be re-advertised; however this is not recommended.

OTHER AGENCY INVOLVEMENT:

Big Pine Cemetery District

FINANCING:

There are no costs associated with the filling of these vacancies, aside from minimal advertising costs.

ATTACHMENTS:

1. Melinda DeCoster - BP Cemetery (2021)
2. Rosemarie Todd - BP Cemetery

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 5/18/2021
Final Approval - 5/18/2021

INYO CO ADMINISTRATOR
CLERK OF THE BOARD

RECEIVED
'21 MAY 11 AM 9:01

MELINDA L. DeCOSTER

Post Office Box 511
Big Pine, California 93513
(760) 938-2741

May 10, 2021

Inyo County Board of Supervisors
Independence, California 93526
Attn: Darcy Ellis

Re: Big Pine Cemetery District

Dear Darcy:

It was a pleasure talking to you the other day. Thank you for letting me know that my position as General Manager of the Big Pine Cemetery District is expiring in June, 2021.

I would like to be considered for an extension of my office. I have enjoyed being the General Manager of the cemetery district—it has been truly rewarding experience. It's a wonderful feeling to be able to help people find something to smile about during their sad time and make the burial easier.

I am so lucky to have such a wonderful board and cemetery workers, they are all amazing people. I couldn't do my job without them.

I also have several projects that I have planned with a unanimous vote of the board members, some are still in their beginning stages:

1. Small headstone project: It's the cemetery districts goal to get small headstones made for every grave that is unmarked at Woodman Cemetery and Crocker Cemetery. We have found quite a few old graves that are listed in our records that are unmarked. We will be seeking donations to help defray the costs of this project.
2. Memorial Trees: The markers for the trees showing who donated each tree need to be replaced. These markers will be made the same at the small headstones. I attach a picture of the small stones as there are several in place already.
3. The Veterans Memorial Board and the Memorial Tile Boards: The boards are in need of some updating which would include shade structures to protect the tiles and add to their longevity.
4. We have discovered names of some of the residents at the County Farm in its early years (when it was a work farm), who passed away while living there. These residents are buried at Crocker Cemetery. We know the area where they are buried-but there is no map showing who is buried where.....so we plan on dedicating the space to them and putting small headstones for these people. They deserved to be recognized.

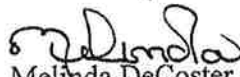
Darcy Ellis
May 10, 2021
Page Two

5. We are also in the beginning stages of remapping Woodman Cemetery. The entire cemetery needs to be renumbered. The plots need to be made bigger, as the ground out there is very soft and sloughs off badly when a grave is being dug. This would simplify the digging process.

I would love to remain on the Board and see these projects to their completion, and beyond, I love doing this, it's a wonderful way to give back to the community that has been so good to me.

Thank you for your consideration.

Sincerely yours,



Melinda DeCoster
General Manager
Big Pine Cemetery District

dellis@inyocounty.us

May 10, 2021

Big Pine Cemetery District

I would like to apply for the position on the Big Pine Cemetery District board. This post would allow me to serve the community of Big Pine in a historical capacity. My goal is to update both cemeteries on the Find A Grave website with: birth/death dates and places, plot location, headstone inscription, if possible unite 3 generation of families through their memorials, photos and obituary for each plot. I would hope to have both cemeteries 100% documented on the website by the end of 2022.

Thank you for this opportunity.

Respectfully submitted,

Rosemarie Todd
P.O. Box 631
Big Pine, California 93513
760 938-2911
toddrosemarie@gmail.com

RECEIVED
'21 MAY 11 AM 8:06
INYO CO ADMINISTRATOR
CLERK OF THE BOARD
RECEIVED
'21 MAY 11 AM 8:06



County of Inyo



County Administrator - Advertising County Resources

CONSENT - ACTION REQUIRED

MEETING: May 25, 2021

FROM: Assistant Clerk of the Board

SUBJECT: Inyo County Film Commissioner Contract

RECOMMENDED ACTION:

Request Board approve a contract between Christopher Langley and the County of Inyo for provision of Film Commissioner services, for the period of July 1, 2021 to June 30, 2024 in an amount not to exceed \$109,400 (Year 1 = \$37,800; Year 2 = \$35,800; Year 3 = \$35,800), contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Three years ago, your Board reviewed the history of the Inyo County's Film Commission structure and considered whether it wanted to issue a Request For Proposals for the continuation of contracted Film Commissioner Services. Your Board expressed its satisfaction with the existing structure for provision of Film Commissioner Services, and indicated its desire to have an opportunity to consider a new contract with Chris Langley rather than undertake an RFP process. The attached contract, presented today for consideration by your Board, implements the direction provided by the Board of Supervisors. The current contract is scheduled to expire June 30, 2021; the new one would expire June 30, 2024.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board may choose to not approve the contract, modify the contract, or direct staff to issue a Request for Proposals for Film Commissioner services.

OTHER AGENCY INVOLVEMENT:

The cost of the Film Commissioner Services contract is funded through the County General Fund without assistance from other local agencies.

FINANCING:

If approved, the contract will be subject to funding being appropriated in the Fiscal Year 2021-2022 County

Budget in Advertising County Resources (011400), in the Inyo County Film Commission object code (5535), and in subsequent County Budgets.

ATTACHMENTS:

1. Film Commissioner Contract FY21-22 to FY23-24
2. 20180626CAO-FilmComm. - ChrisLangleyContract

APPROVALS:

Darcy Ellis	Created/Initiated - 5/11/2021
Denelle Carrington	Approved - 5/11/2021
Marshall Rudolph	Approved - 5/11/2021
Amy Shepherd	Approved - 5/12/2021
Clint Quilter	Final Approval - 5/12/2021

AGREEMENT BETWEEN COUNTY OF INYO
AND CHRIS LANGLEY
FOR THE PROVISION OF FILM COMMISSIONER **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Film Commissioner Chris Langley services of Chris Langley of Lone Pine, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from July 1, 2021 to June 30, 2024 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 Clint Quilter whose title is: County Administrative Officer. Travel and per diem expenses will be reimbursed in the same amount and to the same extent as County reimburses its permanent status employees for such expenses. 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 County's permanent status employees, or which are incurred by the Contractor without the prior approval of the County.

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, including travel and per diem expenses, if any, shall not exceed one hundred nine thousand four hundred Dollars (\$ 109,400.00) (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, including travel or per diem, 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. Contractor'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 Contractor 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 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. 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
County Administration Department
P.O. Drawer N Address
Independence, CA 93526 City and State

Contractor:

Chris Langley Name
P.O. Box 99 Address
Lone Pine, CA 93545 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 CHRIS LANGLEY
FOR THE PROVISION OF FILM COMMISSIONER **SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: _____
Signature

Type or Print Name

Type or Print Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:



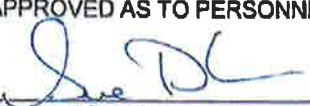
County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:



County Risk Manager

AGREEMENT BETWEEN COUNTY OF INYO
AND CHRIS LANGLEY
FOR THE PROVISION OF FILM COMMISSIONER **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS 17 DAY OF May, 2021.

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: 
Signature

Type or Print Name

Type or Print Name

Dated: _____

Dated: CHRISTOPHER LANGLEY

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 CHRIS LANGLEY
FOR THE PROVISION OF FILM COMMISSIONER SERVICES**

TERM:

FROM: JULY 1, 2021 **TO:** JUNE 30, 2024

SCOPE OF WORK:

Section I. General Duties & Responsibilities

The Contractor shall act in the capacity of Inyo County Film Commissioner. As the Inyo County Film Commissioner, the Contractor must perform the duties necessary for County to maintain a formal relationship with the California Film Commission, and ensure the County's continued participation in the California Film Commission's Film Liaisons In California, Statewide (FLICS) Program. These duties include, but are not limited to:

- A. Actively working to attract film production into all areas of the County;
- B. Responding to production requests in a timely manner, not to exceed one week from the date of initial inquiry; and,
- C. Serving as a liaison between the film industry and the County and the community, including public and private landowners and other public agencies in the region.

In carrying out these duties, the Contractor shall regularly and routinely publicize contact information for the Office of the County Administrator as the venue where members of the film industry and the community can register compliments or complaints regarding the provision of Film Commissioner services. At a minimum, this information shall be included in the local crew lists, production guide, and resources database that the Contractor is required to develop, maintain, and distribute (in paper and electronic form acceptable to the County), and on any web site the Contractor develops, maintains, or operates in conjunction with these services.

In performance of these duties, the Contractor shall:

- Maintain a working knowledge of the County and local business and government practices;
- Stay informed on production issues in Inyo County communities and convey this information to producers;
- Serve as an experienced trouble shooter for producers and the communities in which they work;
- Know how to secure permission to film on a variety of properties within the County;
- Be familiar with potential filming locations within the County;
- Remain sensitive to the needs of the communities within the County;

- Never solicit or accept fees, payments, donations, or other contributions for the provision of Film Commissioner services or on behalf of any entity or organization unless so authorized pursuant to and in conjunction with the County's film permit requirements;
- Adhere to the FLICS Code of Responsibilities, including avoiding actual or apparent conflicts of interest between the official duties and services provided and private financial interests, as well as the provision of:
 - ✓ location scouting assistance;
 - ✓ referral and liaison services with industry facilities and services;
 - ✓ liaison services to and among communities, production companies, and government agencies;
 - ✓ augmented outreach; and,
 - ✓ timely and accurate information to production companies, the local community, governmental entities, and the California Film Commission;
- Provide film liaison and location services, including photography of locations;
- Provide service and support to each production company from the initial contact to the close of the production, including problem solving on film related matters;
- Act as a liaison between production companies and all levels of government, including the facilitation of permitting;
- Network with regional and state organizations related to filming;
- Only use the title of Inyo County Film Commissioner when acting in an official capacity pursuant to this agreement, and never for personal gain; and,
- Refrain from taking positions or engaging in activities, in an official capacity, contrary to the established policies of the County of Inyo or which might otherwise bring discredit to the County.

In addition, the Contractor shall:

1. Develop, maintain, and distribute local available crew lists in written and electronic form;
2. Develop, maintain, and distribute a local resources database, including photography of locations throughout all regions of the County, in written and electronic form;
3. Develop, maintain and distribute a current local production guide in written and electronic form; and,
4. Create and have published at least four (4) articles for the local and/or national and/or international media.

With regard to the crew lists, resources database, and production guide noted above, the Contractor will be required to provide these materials in an electronic format acceptable to the County so that the material may be hosted on the County website. In addition, if the material is to be hosted on another website, the website must utilize software approved by the Inyo County Information Services Director.

Section II. Administrative Services

The Contractor is responsible for providing for all administrative functions necessary to support the Inyo County Film Commission, including:

1. Maintaining physical office space, including a telephone line and answering machine or service, and payment of all utility costs;
2. Maintaining and, as appropriate, publicizing:
 - a. a physical mailing address or Post Office Box;
 - b. a cellular telephone;
 - c. an e-mail account; and,
 - d. an internet-based photo hosting service
3. Arranging for clerical support, and any other personal contract services that may be necessary to support the duties and responsibilities of the Film Commissioner
4. Providing all office supplies and, as necessary, photocopying and facsimile transmittal services

In addition, the Contractor shall maintain an active membership in FLICS, and attend between two (2) and four (4) FLICS membership meetings during the term of the contract. Attendance may be in person or via teleconference. The Contractor is responsible for preparing, maintaining, and administering all notifications and paperwork to the California Film Commission necessary to designate the Contractor as the Inyo Film Commissioner.

Furthermore, as directed during the course of this contract, the Contractor may be required to research and work with County staff to evaluate and make a recommendation to the Inyo County Board of Supervisors regarding the feasibility of modifying the County's film permit requirements, including the levying of fees to support the Inyo County Film Commission.

If the County's film permit requirements are modified, the Contractor will be expected to implement and administer the County film permit process for non-County facilities and properties, as directed. If adopted, implementation and administration of the modified film permit may include but not be limited to:

- Publicizing the need for a County film permit;
- Determining the applicability of the County film permit requirements and associated fee schedule to specific filming activities;
- Ensuring all filming activities subject to the film permit requirements apply for a County film permit;
- Working with film permit applicants to ascertain the information necessary for the Film Commissioner to prepare a film permit, including the appropriate(s) fee for the filming activity in question, for submission to the County;
- Promptly notifying the County office responsible for finalizing film permits when a film permit has been prepared for submission; and,
- Preparing a monthly compilation of all film permits prepared by the Film Commissioner, to be submitted to the County with the Contractor's monthly invoice for payment of services.

Section III. Reporting

The Contractor shall keep the County Administrator or his designee, and the Inyo County Board of Supervisors apprised of its activities and accomplishments in the performance of the Agreement. At a minimum, the Contractor shall:

1. Within 30-days of execution of the Agreement for the provision of Film Commissioner Services, the Contractor shall prepare all notifications and paperwork required by the California Film Commission necessary to designate the Contractor as the Inyo Film Commissioner. These documents shall be transmitted to the Office of the County Administrator for review and approval in advance of their submittal to the California Film Commission and, if necessary, for submittal to the California Film Commission by the County. Any subsequent modifications that may be required to this documentation will be processed in the same manner.
2. As soon as practicable, but no later than seven (7) days of receipt, the Contractor shall transmit to the Office of the County Administrator any notices or other communications the Contractor receives from the California Film Commission.
3. Within 60-days of execution of the Agreement for the provision of Film Commissioner Services, the Contractor shall submit to the Office of the County Administrator, in paper and electronic form, the local crew lists, local production guide and local resources database, including photography of locations throughout all regions of the County, that the Contractor is required to develop, maintain and distribute under the terms of this agreement. These products will become property of the County, and must be submitted in an electronic format acceptable to the County for viewing, reproduction and posting to a County web site. As part of their submittal, the Contractor must identify all physical and electronic locations where these resources are available.
4. As needed, and at least once every 12 months and one (1) month prior to the expiration of the Agreement for the provision of Film Commissioner Services, the Contractor shall update the local crew lists, local production guide and local resources database, including photography of locations throughout all regions of the County, and transmit this information to the County as required in item 3 above.

5. Copies of all articles generated by the Contractor and published by local and/or national and/or international media will be transmitted to the Office of the County Administrator with the Contractor's next monthly invoice for services;
6. Make at least two (2) Verbal Reports a year, once in April and once in October, to the Board of Supervisors during the course of this contract. The Contractor is encouraged to make additional Verbal Reports to the Board of Supervisors as may be warranted based on filming activity in the County. The Contractor will be responsible for contacting the Assistant Board Clerk to make arrangements to be placed on the Board of Supervisors' agenda.
7. In addition to the two (2) Verbal Reports required in item 6 above, the Contractor shall prepare and present, in person, two (2) Written Reports a year to the Board of Supervisors. The Written Reports shall be submitted to the County Administrator, to be agendaized for an upcoming Board of Supervisors' meeting, no later than June 1st and January 1st of each year during the term of the Agreement for the provision of Film Commissioner Services.
8. During the last year of the Agreement, the Written Reports shall be prepared and submitted no later than November 1st in lieu of the January 1st deadline, and May 1st in lieu of the June 1st deadline to facilitate the County's consideration of any contract extension or renewal. At a minimum, the Written Reports must include:
 - a. A summary of the Contractor's activities and accomplishments relative to carrying-out the duties and responsibilities of Inyo County Film Commissioner;
 - b. A tally, by type of production (e.g., major motion picture, minor film, commercial, still photography or other categories deemed meaningful by the Film Commissioner) since execution of the Agreement or since submittal of the last Written Report of:
 - i. production requests received by the Contractor;
 - ii. production contacts initiated by the Contractor; and,
 - iii. (if applicable) County Film Permits prepared by the Contractor;
 - c. Identification and itemization, by category, of all productions filmed in Inyo County since execution of the Agreement or since submittal of the last Written Report. For each production identified, the Contractor shall provide their best estimate as to:
 - i. The number of out-of-county personnel involved in the production;
 - ii. The number of hotel/motel room nights encumbered by the production, and the estimated value;
 - iii. The number of local residents directly employed by the production, and the estimated aggregate compensation of those employed; and,
 - iv. The number and types of local businesses providing goods or services to the production, and the estimated aggregate value of the goods or services;
 - d. Discussion of specific marketing efforts including copies of tear sheets, copies of web-pages, identification of events attended, and, photos of any Contractor exhibits or displays at attended events;
 - e. Copies of the current local crew list, current local production guide, and current local resources database, including photography of locations throughout all regions of the County; and,
 - f. Copies of all Contractor-generated articles published since the last written report.

The parties agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by a material breach of these reporting requirements. Therefore, the parties agree that, in the event that Contractor fails to comply with these reporting requirements and associated deadlines, Contractor shall pay County, as liquidated damages, the amount of Contractor's monthly fee, as established in the Fee Schedule of the Agreement for the provision of Film Commissioner Services, for each failure to comply, which amount will be deducted from amounts due the Contractor.

Section IV. Additional Marketing Activities

In addition to marketing the County as a filming location through active participation in FLICS and its California Location Request Service and creating articles for the local, national, and/or international media, the Contractor may perform, and be compensated separately for, additional marketing activities identified in the Contractor's proposal and associated budget, and agreed to in the Fee Schedule included in the Agreement for the provision of Film Commissioner Services. Separately compensated marketing activities may include but are not limited to:

1. If the Film Commission web content will be hosted on the County website, the Contract may be asked and compensated to develop content beyond the crew lists, local resources database, location photographs, production guide, articles described in Section I.
2. If the web content will not be hosted on the County website, the Film Commissioner may be asked to and compensated for developing and maintaining an interactive Inyo County Film Commission website. In developing and maintaining any such website, the Contractor must:
 - a. Register Inyo County as the owner of the domain name for the web site, and provide the County's Information Services Director with the information necessary to maintain the registration;
 - b. Develop the web site using software specified by the County's Information Services Director;
 - c. Host the web site on a server to specified or approved by the County's Information Services Director and to which the County's Information Services staff has access; and,
 - d. Provide back-up electronic copies of all web site content to the Information Services Director. Electronic copies of all subsequent updates to the web site must be transmitted to the County's Information Services Director within 14-days of implementation.

Any payment for such website development and maintenance services performed by the Contractor is dependent on the Contractor's adherence to these requirements.

3. Attend appropriate industry events, and maintain a professional and attractive presence at industry trade shows by engaging the use of creative booth space and collateral material (e.g., artwork, hand-outs, etc.), including the COLA awards dinner and show and/or the Association of Film Commissions International (AFCI) Locations Show.

All resource materials and promotional materials developed in conjunction with this Scope of Work, including but not limited to the Inyo County Film Commission web-site, domain name, artwork and hand-outs distributed at industry events, local crew lists, local production guide, and local resources database (including photography of locations throughout all regions of the County), in written and electronic form, shall:

- A. Identify the Office of the County Administrator as the venue where members of the film industry and the community can register compliments or complaints regarding the provision of Film Commissioner services, and provide the telephone number and e-mail address for the Office of the County Administrator for this purpose.
- B. Become the property of the County of Inyo.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND CHRIS LANGLEY
FOR THE PROVISION OF FILM COMMISSIONER SERVICES**

TERM:

FROM: July 1, 2021 **TO:** June 30, 2024

SCHEDULE OF FEES:

Section I. General Duties & Responsibilities, Administrative Services, Reporting

In consideration for the services and work identified in Section I. General Duties & Responsibilities, Section II. Administrative Services, and Section III. Reporting of Attachment A: Scope of Work, the contractor shall be paid a flat fee of:

- \$2,500.00 per month for the period of July 1, 2021 through June 30, 2024

Section II. Marketing Activities

For the specific marketing activities the Contractor is required to perform, and identified in Section IV. Marketing Activities of Attachment A: Scope of Work, the contractor shall be paid the actually cost of the specific activity, documented by paid receipts, in an amount not to exceed the amount identified below for each activity:

1. If, the Film Commission web content is not hosted on the County website, and the Film Commissioner is asked to develop and maintain an interactive Inyo County Film Commission web-site pursuant to Attachment A: Section IV. 2.:
 - \$3,000.00 for the development of the website and \$1,000 per year for its maintenance.
2. Attend appropriate industry events, and maintaining a professional and attractive presence at industry trade shows by engaging the use of creative booth space and collateral material (e.g., artwork, hand-outs, etc.), including the COLA awards dinner and show and/or the Association of Film Commissions International (AFCI) Locations Show:
 - \$1,200.00 for the period July 1, 2021 through June 30, 2022;
 - \$1,200.00 for the period July 1, 2022 through June 30, 2023;
 - \$1,200.00 for the period July 1, 2023 through June 30, 2024.

Section III. Travel & Per Diem

The Contractor's travel and per diem expense shall be paid in accordance with Section 3. Paragraph B. of this Agreement. These costs include all mileage, lodging and food expenses associated with all of the general services and work requested by the County in this Agreement, as well as the specific marketing activities requested by the County in this Agreement.

The Contractor's travel and per diem expense reimbursement shall not exceed:

- \$3,600.00 for the period July 1, 2021 through June 30, 2022;
- \$3,600.00 for the period July 1, 2022 through June 30, 2023;
- \$3,600.00 for the period July 1, 2023 through June 30, 2024.

The provisions of Section 3. Paragraph B. of this Agreement notwithstanding, due to the often times spontaneous nature of the services and work being performed, the Contractor is pre-approved to incur travel and per diem expenses in an amount not to exceed:

- \$3,600.00 for the period July 1, 2021 through June 30, 2022;
- \$3,600.00 for the period July 1, 2022 through June 30, 2023;
- \$3,600.00 for the period July 1, 2023 through June 30, 2024.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND CHRIS LANGLEY
FOR THE PROVISION OF FILM COMMISSIONER **SERVICES**

TERM:

FROM: JULY 1, 2021 **TO:** JUNE 30, 2024

SEE ATTACHED INSURANCE PROVISIONS

Specifications 1
Insurance Requirements for Most Contracts
(Not for Professional Services or Construction Contracts)

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

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

Other Insurance Provisions

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

Additional Insured Status

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 Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor'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 Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the 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 Contractor to purchase coverage with a lower deductible or retention or 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.

Verification of Coverage

Contractor 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 Contractor'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.

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.

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 26th day of June 2018 an order was duly made and entered as follows:

*CAO-Film
Commissioner –
Chris Langley
Contract*

Moved by Supervisor Griffiths and seconded by Supervisor Pucci to approve a contract between the County of Inyo and Chris Langley for the provision of Film Commissioner services on behalf of the County, for the period of July 1, 2018 through June 30, 2021 in a total amount not to exceed \$109,400, subject to the Board's approval of future County budgets, and authorize the County Administrator to sign contingent on all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 26th
Day of June, 2018



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisor

[Handwritten Signature]
By: _____

Routing
CC Purchasing Personnel Auditor CAO X Other: DATE: July 6, 2018



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

14

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

FROM: County Administrator – Film Commissioner

FOR THE BOARD MEETING OF: June 26, 2018

SUBJECT: Film Commissioner Services

DEPARTMENTAL RECOMMENDATION:

Request your Board consider a contract between the County of Inyo and Chris Langley for the provision Film Commissioner on behalf of the County, for the period of July 1, 2018, June 30, 2021 in a total amount not to exceed \$109,400 subject to the approval of future County Budgets, and authorize the County Administrator to sign contingent on all signatures being obtained.

SUMMARY DISCUSSION:

On January 16, 2018, your Board reviewed the history of the Inyo County's Film Commission structure and considered whether it wanted to issue a Request For Proposals for the continuation of contracted Film Commissioner Services. Your Board expressed its satisfaction with the current structure for provision of Film Commissioner Services, and indicated its desire to have an opportunity to consider a new contract with Chris Langley rather than undertake an RFP process. The attached contract, presented today for consideration by your Board, implements the direction provided by your Board in January, and reflects minor modifications requested by the Contractor, or recommended by staff.

OTHER AGENCY INVOLVEMENT:

The cost of the Film Commissioner Services contract is funded through the County General Fund without assistance from other local agencies.

FINANCING:

If approved, the contract will be subject to funding being appropriated in the Fiscal Year 2018-2019 County Budget in Advertising County Resources (011400), in the Inyo County Film Commission object code (5535), in subsequent County Budgets. The Fiscal Year 2018-2019 Preliminary County Budget, adopted by your Board last week, includes funding for this contract until the Fiscal Year 2018-2019 Final Budget is approved later this summer.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>6/19/18</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>6-19-18</u>
PERSONNEL DIRECTOR: <u>N/A</u>	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)



Date: 06-19-2018

AGREEMENT BETWEEN COUNTY OF INYO
AND Chris Langley
FOR THE PROVISION OF Film Commissioner **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Film Commissioner services of Chris Langley of Lone Pine, 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 Kevin Carunchio whose title is: County Administrative Officer. 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, 2018 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. 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 Kevin Carunchio whose title is: County Administrative Officer. Travel and per diem expenses will be reimbursed in the same amount and to the same extent as County reimburses its permanent status employees for such expenses. 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 County's permanent status employees, or which are incurred by the Contractor without the prior approval of the County.

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, including travel and per diem expenses, if any, shall not exceed \$109,400.00***** Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, 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. Contractor'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 Contractor 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 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-three (23) below.

18. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by

Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

23. AMENDMENT.

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

24. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be

required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo	
County Administration _____	Department
P.O. Drawer N _____	Address
Independence, CA 93526 _____	City and State

Contractor:

Chris Langley _____	Name
P.O. Box 99 _____	Address
Lone Pine, CA 93545 _____	City and State

25. ENTIRE AGREEMENT.

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

////

////

AGREEMENT BETWEEN COUNTY OF INYO
AND Chris Langley
FOR THE PROVISION OF Film Commissioner SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS 26th DAY OF June, 2018.

COUNTY OF INYO

CONTRACTOR

By: [Signature]
Signature

By: [Signature]
Signature

KEVIN D CARUCCI
Type or Print Name

CHRISTOPHER LANGLEY
Type or Print Name

Dated: 06-26-2018

Dated: 6/21/18

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:

County Risk Manager

AGREEMENT BETWEEN COUNTY OF INYO
AND Chris Langley
FOR THE PROVISION OF Film Commissioner **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS 26th DAY OF June, 2018.

COUNTY OF INYO

CONTRACTOR

By: [Signature]
Signature
KEVIN D CARROLL
Type or Print Name

By: [Signature]
Signature
CHRISTOPHER LANGLEY
Type or Print Name

Dated: 06-26-2018

Dated: 6/21/18

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 Chris Langley FOR THE PROVISION OF Film Commissioner SERVICES

TERM:

FROM: July 1, 2018

TO: June 30, 2021

SCOPE OF WORK:

Section I. General Duties & Responsibilities

The Contractor shall act in the capacity of Inyo County Film Commissioner. As the Inyo County Film Commissioner, the Contractor must perform the duties necessary for County to maintain a formal relationship with the California Film Commission, and ensure the County's continued participation in the California Film Commission's *Film Liaisons In California, Statewide* (FLICS) Program. These duties include, but are not limited to:

- A. Actively working to attract film production into all areas of the County;
- B. Responding to production requests in a timely manner, not to exceed one week from the date of initial inquiry; and,
- C. Serving as a liaison between the film industry and the County and the community, including public and private landowners and other public agencies in the region.

In carrying out these duties, the Contractor shall regularly and routinely publicize contact information for the Office of the County Administrator as the venue where members of the film industry and the community can register compliments or complaints regarding the provision of Film Commissioner services. At a minimum, this information shall be included in the local crew lists, production guide, and resources database that the Contractor is required to develop, maintain, and distribute (in paper and electronic form acceptable to the County), and on any web site the Contractor develops, maintains, or operates in conjunction with these services.

In performance of these duties, the Contractor shall:

- Maintain a working knowledge of the County and local business and government practices;
- Stay informed on production issues in Inyo County communities and convey this information to producers;
- Serve as an experienced trouble shooter for producers and the communities in which they work;
- Know how to secure permission to film on a variety of properties within the County;
- Be familiar with potential filming locations within the County;
- Remain sensitive to the needs of the communities within the County;

- Never solicit or accept fees, payments, donations, or other contributions for the provision of Film Commissioner services or on behalf of any entity or organization unless so authorized pursuant to and in conjunction with the County’s film permit requirements;
- Adhere to the FLICS Code of Responsibilities, including avoiding actual or apparent conflicts of interest between the official duties and services provided and private financial interests, as well as the provision of:
 - ✓ location scouting assistance;
 - ✓ referral and liaison services with industry facilities and services;
 - ✓ liaison services to and among communities, production companies, and government agencies;
 - ✓ augmented outreach; and,
 - ✓ timely and accurate information to production companies, the local community, governmental entities, and the California Film Commission;
- Provide film liaison and location services, including photography of locations;
- Provide service and support to each production company from the initial contact to the close of the production, including problem solving on film related matters;
- Act as a liaison between production companies and all levels of government, including the facilitation of permitting;
- Network with regional and state organizations related to filming;
- Only use the title of Inyo County Film Commissioner when acting in an official capacity pursuant to this agreement, and never for personal gain; and,
- Refrain from taking positions or engaging in activities, in an official capacity, contrary to the established policies of the County of Inyo or which might otherwise bring discredit to the County.

In addition, the Contractor shall:

1. Develop, maintain, and distribute local available crew lists in written and electronic form;
2. Develop, maintain, and distribute a local resources database, including photography of locations throughout all regions of the County, in written and electronic form;
3. Develop, maintain and distribute a current local production guide in written and electronic form; and,
4. Create and have published at least four (4) articles for the local and/or national and/or international media.

With regard to the crew lists, resources database, and production guide noted above, the Contractor will be required to provide these materials in an electronic format acceptable to the County so that the material may be hosted on the County website. In addition, if the material is to be hosted on another website, the website must utilize software approved by the Inyo County Information Services Director.

Section II. Administrative Services

The Contractor is responsible for providing for all administrative functions necessary to support the Inyo County Film Commission, including:

1. Maintaining physical office space, including a telephone line and answering machine or service, and payment of all utility costs;
2. Maintaining and, as appropriate, publicizing:
 - a. a physical mailing address or Post Office Box;
 - b. a cellular telephone;
 - c. an e-mail account; and,
 - d. an internet-based photo hosting service
3. Arranging for clerical support, and any other personal contract services that may be necessary to support the duties and responsibilities of the Film Commissioner
4. Providing all office supplies and, as necessary, photocopying and facsimile transmittal services

In addition, the Contractor shall maintain an active membership in FLICS, and attend between two (2) and four (4) FLICS membership meetings during the term of the contract. Attendance may be in person or via teleconference. The Contractor is responsible for preparing, maintaining, and administering all notifications and paperwork to the California Film Commission necessary to designate the Contractor as the Inyo Film Commissioner.

Furthermore, as directed during the course of this contract, the Contractor may be required to research and work with County staff to evaluate and make a recommendation to the Inyo County Board of Supervisors regarding the feasibility of modifying the County's film permit requirements, including the levying of fees to support the Inyo County Film Commission.

If the County's film permit requirements are modified, the Contractor will be expected to implement and administer the County film permit process for non-County facilities and properties, as directed. If adopted, implementation and administration of the modified film permit may include but not be limited to:

- Publicizing the need for a County film permit;
- Determining the applicability of the County film permit requirements and associated fee schedule to specific filming activities;
- Ensuring all filming activities subject to the film permit requirements apply for a County film permit;
- Working with film permit applicants to ascertain the information necessary for the Film Commissioner to prepare a film permit, including the appropriate(s) fee for the filming activity in question, for submission to the County;
- Promptly notifying the County office responsible for finalizing film permits when a film permit has been prepared for submission; and,
- Preparing a monthly compilation of all film permits prepared by the Film Commissioner, to be submitted to the County with the Contractor's monthly invoice for payment of services.

Section III. Reporting

The Contractor shall keep the County Administrator or his designee, and the Inyo County Board of Supervisors apprised of its activities and accomplishments in the performance of the Agreement. At a minimum, the Contractor shall:

1. Within 30-days of execution of the Agreement for the provision of Film Commissioner Services, the Contractor shall prepare all notifications and paperwork required by the California Film Commission necessary to designate the Contractor as the Inyo Film Commissioner. These documents shall be transmitted to the Office of the County Administrator for review and approval in advance of their submittal to the California Film Commission and, if necessary, for submittal to the California Film Commission by the County. Any subsequent modifications that may be required to this documentation will be processed in the same manner.
2. As soon as practicable, but no later than seven (7) days of receipt, the Contractor shall transmit to the Office of the County Administrator any notices or other communications the Contractor receives from the California Film Commission.
3. Within 60-days of execution of the Agreement for the provision of Film Commissioner Services, the Contractor shall submit to the Office of the County Administrator, in paper and electronic form, the local crew lists, local production guide and local resources database, including photography of locations throughout all regions of the County, that the Contractor is required to develop, maintain and distribute under the terms of this agreement. These products will become property of the County, and must be submitted in an electronic format acceptable to the County for viewing, reproduction and posting to a County web site. As part of their submittal, the Contractor must identify all physical and electronic locations where these resources are available.
4. As needed, and at least once every 12 months and one (1) month prior to the expiration of the Agreement for the provision of Film Commissioner Services, the Contractor shall update the local crew lists, local production guide and local resources database, including photography of locations throughout all regions of the County, and transmit this information to the County as required in item 3 above.
5. Copies of all articles generated by the Contractor and published by local and/or national and/or international media will be transmitted to the Office of the County Administrator with the Contractor's next monthly invoice for services;
6. Make at least two (2) Verbal Reports a year, once in April and once in October, to the Board of Supervisors during the course of this contract. The Contractor is encouraged to make additional Verbal Reports to the Board of Supervisors as may be warranted based on filming activity in the County. The Contractor will be responsible for contacting the Assistant Board Clerk to make arrangements to be placed on the Board of Supervisors' agenda.
7. In addition to the two (2) Verbal Reports required in item 6 above, the Contractor shall prepare and present, in person, two (2) Written Reports a year to the Board of Supervisors. The Written Reports shall be submitted to the County Administrator, to be agendaized for an upcoming Board of Supervisors' meeting, no later than June 1st and January 1st of each year during the term of the Agreement for the provision of Film Commissioner Services.

8. During the last year of the Agreement, the Written Reports shall be prepared and submitted no later than November 1st in lieu of the January 1st deadline, and May 1st in lieu of the June 1st deadline to facilitate the County's consideration of any contract extension or renewal. At a minimum, the Written Reports must include:
 - a. A summary of the Contractor's activities and accomplishments relative to carrying-out the duties and responsibilities of Inyo County Film Commissioner;
 - b. A tally, by type of production (e.g., major motion picture, minor film, commercial, still photography or other categories deemed meaningful by the Film Commissioner) since execution of the Agreement or since submittal of the last Written Report of:
 - i. production requests received by the Contractor;
 - ii. production contacts initiated by the Contractor; and,
 - iii. (if applicable) County Film Permits prepared by the Contractor;
 - c. Identification and itemization, by category, of all productions filmed in Inyo County since execution of the Agreement or since submittal of the last Written Report. For each production identified, the Contractor shall provide their best estimate as to:
 - i. The number of out-of-county personnel involved in the production;
 - ii. The number of hotel/motel room nights encumbered by the production, and the estimated value;
 - iii. The number of local residents directly employed by the production, and the estimated aggregate compensation of those employed; and,
 - iv. The number and types of local businesses providing goods or services to the production, and the estimated aggregate value of the goods or services;
 - d. Discussion of specific marketing efforts including copies of tear sheets, copies of web-pages, identification of events attended, and, photos of any Contractor exhibits or displays at attended events;
 - e. Copies of the current local crew list, current local production guide, and current local resources database, including photography of locations throughout all regions of the County; and,
 - f. Copies of all Contractor-generated articles published since the last written report.

The parties agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by a material breach of these reporting requirements. Therefore, the parties agree that, in the event that Contractor fails to comply with these reporting requirements and associated deadlines, Contractor shall pay County, as liquidated damages, the amount of Contractor's monthly fee, as established in the Fee Schedule of the Agreement for the provision of Film Commissioner Services, for each failure to comply, which amount will be deducted from amounts due the Contractor.

Section IV. Additional Marketing Activities

In addition to marketing the County as a filming location through active participation in FLICS and its California Location Request Service and creating articles for the local, national, and/or international media, the Contractor may perform, and be compensated separately for, additional marketing activities identified in the Contractor's proposal and associated budget, and agreed to in the Fee Schedule included in the Agreement for the provision of Film Commissioner Services. Separately compensated marketing activities may include but are not limited to:

1. If the Film Commission web content will be hosted on the County website, the Contract may be asked and compensated to develop content beyond the crew lists, local resources database, location photographs, production guide, articles described in Section I.
2. If the web content will not be hosted on the County website, the Film Commissioner may be asked to and compensated for developing and maintaining an interactive Inyo County Film Commission website. In developing and maintaining any such website, the Contractor must:
 - a. Register Inyo County as the owner of the domain name for the web site, and provide the County's Information Services Director with the information necessary to maintain the registration;
 - b. Develop the web site using software specified by the County's Information Services Director;
 - c. Host the web site on a server to specified or approved by the County's Information Services Director and to which the County's Information Services staff has access; and,
 - d. Provide back-up electronic copies of all web site content to the Information Services Director. Electronic copies of all subsequent updates to the web site must be transmitted to the County's Information Services Director within 14-days of implementation.Any payment for such website development and maintenance services performed by the Contractor is dependent on the Contractor's adherence to these requirements.
3. Attend appropriate industry events, and maintain a professional and attractive presence at industry trade shows by engaging the use of creative booth space and collateral material (e.g., artwork, hand-outs, etc.), including the COLA awards dinner and show and/or the Association of Film Commissions International (AFCI) Locations Show.

All resource materials and promotional materials developed in conjunction with this Scope of Work, including but not limited to the Inyo County Film Commission web-site, domain name, artwork and hand-outs distributed at industry events, local crew lists, local production guide, and local resources database (including photography of locations throughout all regions of the County), in written and electronic form, shall:

- A. Identify the Office of the County Administrator as the venue where members of the film industry and the community can register compliments or complaints regarding the provision of Film Commissioner services, and provide the telephone number and e-mail address for the Office of the County Administrator for this purpose.
- B. Become the property of the County of Inyo.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO AND Chris Langley FOR THE PROVISION OF Film Commissioner SERVICES

TERM:

FROM: July 1, 2018

TO: June 30, 2021

SCHEDULE OF FEES:

Section I. General Duties & Responsibilities, Administrative Services, Reporting

In consideration for the services and work identified in Section I. General Duties & Responsibilities, Section II. Administrative Services, and Section III. Reporting of Attachment A: Scope of Work, the contractor shall be paid a flat fee of:

- \$2,500.00 per month for the period of July 1, 2018 through June 30, 2021

Section II. Marketing Activities

For the specific marketing activities the Contractor is required to perform, and identified in Section IV. Marketing Activities of Attachment A: Scope of Work, the contractor shall be paid the actually cost of the specific activity, documented by paid receipts, in an amount not to exceed the amount identified below for each activity:

1. If, the Film Commission web content is not hosted on the County website, and the Film Commissioner is asked to develop and maintain an interactive Inyo County Film Commission website pursuant to Attachment A: Section IV. 2.:
 - \$3,000.00 for the development of the website and \$1,000 per year for its maintenance.
2. Attend appropriate industry events, and maintaining a professional and attractive presence at industry trade shows by engaging the use of creative booth space and collateral material (e.g., artwork, hand-outs, etc.), including the COLA awards dinner and show and/or the Association of Film Commissions International (AFCI) Locations Show:
 - \$1,200.00 for the period July 1, 2018 through June 30, 2019;
 - \$1,200.00 for the period July 1, 2019 through June 30, 2020;
 - \$1,200.00 for the period July 1, 2020 through June 30, 2021.

Section III. Travel & Per Diem

The Contractor's travel and per diem expense shall be paid in accordance with Section 3. Paragraph B. of this Agreement. These costs include all mileage, lodging and food expenses associated with all of the general services and work requested by the County in this Agreement, as well as the specific marketing activities requested by the County in this Agreement.

The Contractor's travel and per diem expense reimbursement shall not exceed:

- \$3,600.00 for the period July 1, 2018 through June 30, 2019;
- \$3,600.00 for the period July 1, 2019 through June 30, 2020;
- \$3,600.00 for the period July 1, 2020 through June 30, 2021.

The provisions of Section 3. Paragraph B. of this Agreement notwithstanding, due to the often times spontaneous nature of the services and work being performed, the Contractor is pre-approved to incur travel and per diem expenses in an amount not to exceed:

- \$3,600.00 for the period July 1, 2018 through June 30, 2019;
- \$3,600.00 for the period July 1, 2019 through June 30, 2020;
- \$3,600.00 for the period July 1, 2020 through June 30, 2021.

ATTACHMENT C

AND **AGREEMENT BETWEEN COUNTY OF INYO**
Chris Langley
FOR THE PROVISION OF Film Commissioner **SERVICES**

TERM:

FROM: July 1, 2018 **TO:** June 30, 2021

SEE ATTACHED INSURANCE PROVISIONS

Specifications 1
Insurance Requirements for Most Contracts
(Not for Professional Services or Construction Contracts)

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

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

Other Insurance Provisions

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

Additional Insured Status

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 Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor'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 Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the 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 Contractor to purchase coverage with a lower deductible or retention or 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.

Verification of Coverage

Contractor 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 Contractor'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.

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Beach Insurance Services 459 West Line St. Ste. 4 Bishop CA 93514		CONTACT NAME: Amber Williams PHONE (A/C, No, Ext): (760) 873-6375 461 E-MAIL ADDRESS: amber@beachinsurance.com		FAX (A/C, No): (866) 774-3016	
INSURED Christopher H. Langley P. O. Box 99 Lone Pine CA 93545		INSURER(S) AFFORDING COVERAGE INSURER A: Northfield Insurance Co.			NAIC # 27987
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** CL1862602850 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			WS342481	02/12/2018	02/12/2019	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000	
	AUTOMOBILE LIABILITY						GENERAL AGGREGATE \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						PRODUCTS - COMP/OP AGG \$ 1,000,000	
	<input type="checkbox"/> OWNED AUTOS ONLY						\$	
	<input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$	
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$	
	UMBRELLA LIAB						PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> OCCUR						\$	
	EXCESS LIAB						EACH OCCURRENCE \$	
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$	
	DED <input type="checkbox"/> RETENTION \$						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N					E.L. EACH ACCIDENT \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder, County of Inyo, its officers, Officials and Employees, are Additional Insured Re: Liability arising out of the insured's operations, covered by this policy. Job: Promotion and Marketing of Film Locations located in Inyo County.

CERTIFICATE HOLDER

County Of Inyo
P. O. Drawer "N"

Lone Pine CA 93526

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



County of Inyo



County Administrator - Economic Development

CONSENT - ACTION REQUIRED

MEETING: May 25, 2021

FROM: Assistant Clerk of the Board

SUBJECT: Amendment 1 to Contract with The Ferguson Group LLC

RECOMMENDED ACTION:

Request Board approve Amendment No. 1 to the contract between The Ferguson Group, LLC and County of Inyo for provision of Federal Advocacy Services, extending the term from July 1, 2018 to June 30, 2022 in an amount not to exceed \$101,000, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

On June 26, 2018, your Board approved a three-year contract with The Ferguson Group, LLC for the provision of Federal Advocacy Services on behalf of the County. The Ferguson Group was one of nine firms submitting proposals to the County in response to a formal Request for Proposals. A review committee comprised of two members of the Board, the Inyo County Public Works Director, Inyo County Counsel, and County Administrator independently reviewed and then met to rank and score each proposal. The Ferguson Group emerged from the process as the highest-ranked respondent.

The current three-year contract, for a total amount not to exceed \$303,000 (\$101,000 per year), expires June 30. Included in the contract is a provision that allows the County, in its sole discretion, to annually elect to continue the agreement for another 12 months beyond the original term. At the end of the 36 months, the contract also provides the County and The Ferguson Group the option to extend the contract for another five years on terms mutually agreed upon. For now, your Board is asked to extend the contract with The Ferguson Group another 12 months, after which a five-year extension will be considered.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the contract amendment, modify the contract amendment, or direct the issuance of another RFP. None of these alternatives are recommended.

OTHER AGENCY INVOLVEMENT:

The Ferguson Group engages federal agency officials and staff as well as the County's congressional delegation to obtain funding for priority projects identified by your Board.

FINANCING:

Funding for this contract is included will be included in the Fiscal Year 2021-2022 Budget under Advertising County Resources.

ATTACHMENTS:

1. TFG Amendment 1
2. 20180626 TFG LLC Federal Advocacy Services

APPROVALS:

Darcy Ellis
Marshall Rudolph
Amy Shepherd
Clint Quilter

Created/Initiated - 5/11/2021
Approved - 5/11/2021
Approved - 5/12/2021
Final Approval - 5/12/2021

AMENDMENT NUMBER 1

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
THE FERGUSON GROUP, LLC
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and The Ferguson Group, LLC (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Federal Advocacy Services dated June 26, 2018, on County of Inyo Standard Contract No. 119, for the term from July 1, 2018 through June 30, 2021.

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

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

County and Contractor hereby amend such Agreement as follows:

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

"The term of this Agreement shall be from July 1, 2018 to June 30, 2022, unless sooner terminated as provided below."

/// NOTHING FOLLOWS ///

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

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

AMENDMENT NUMBER 1

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
THE FERGUSON GROUP, LLC
FOR THE PROVISION OF FEDERAL ADVOCACY 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:



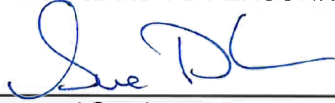
County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

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 26th day of June 2018 an order was duly made and entered as follows:

**CAO – TFG, LLC
Federal Advocacy
Services**

Moved by Supervisor Griffiths and seconded by Supervisor Pucci to approve a contract between the County of Inyo and The Ferguson Group, LLC for the provision of Federal Advocacy Services on behalf of the County, for the period of July 1, 2018 through June 30, 2021 in a total amount not to exceed \$303,000 (\$101,000 per year), subject to the Board's approval of future County budgets, and authorize the County Administrator to sign, contingent on all appropriate signatures being maintained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 26th
Day of June, 2018



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisor

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

By: _____

Routing
CC Purchasing Personnel Auditor CAO X Other: DATE: June 26, 2018



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

13

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

FROM: County Administrator

FOR THE BOARD MEETING OF: June 26, 2018

SUBJECT: Federal Advocacy Services Contract

DEPARTMENTAL RECOMMENDATION:

Request your Board consider a contract between the County of Inyo and The Ferguson Group LLC for the provision Federal Advocacy Services on behalf of the County, for the period of July 1, 2018, June 30, 2021 in a total amount not to exceed \$303,000 (\$101,000 per year) subject to the approval of future County Budgets, and authorize the County Administrator to sign contingent on all signatures being obtained.

SUMMARY DISCUSSION:

As reported on June 5th, the County issued a Request For Proposal for Federal Advocacy Services focused, primarily, on securing federal funding and grants for an array of public works and economic development projects the County is planning or may pursue in the future. The RFP also noted that although not the primary purpose of the engagement, from time-to-time, the Federal Advocacy Services required by the County may extend to policy and regulatory matters. A copy of the RFP (without attachments) is included here.

The RFP resulted in nine (9) proposals being submitted to the County by the June 11th deadline. A review committee comprised of two members of your Board (Supervisors Griffiths and Pucci), the Inyo County Public Works Director, Inyo County Counsel, and the Inyo County Administrator independently reviewed each proposal, and met on June 14th to score and rank each proposal based on the evaluation criteria and using the evaluation process specified in the RFP.

The Ferguson Group emerged from this process as the highest-ranked respondent, and its proposal (along with the RFP) are incorporated in the scope of work of the contract being presented today for your consideration.

If your board approves the contract, staff will begin to working with TFG to prepare federal funding and legislative priorities for your Board to consider at a meeting with TFG representatives later this summer.

ALTERNATIVES:




Your Board could choose not to approve the contract, modify the contract, consider submittals made by other respondents, reject all proposals, or direct that the RFP be reissued. None of these alternatives are recommended.

OTHER AGENCY INVOLVEMENT:

If engaged, the federal services advocate will engage federal agency officials and staff, and the County's congressional delegation to obtain funding for priority projects identified by your Board.

FINANCING:

Funding for this contract is included in the Fiscal Year 2018- 2019 Preliminary Budget considered by your Board next week, and will need to be provided in future year's budgets.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved:  Date <u>06/14/2018</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>6/19/2018</u> Date <u>06/19/2018</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:  Date <u>06-18-2018</u>

DEPARTMENT HEAD SIGNATURE:  Date: 06-18-2018
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

**AGREEMENT BETWEEN COUNTY OF INYO
AND THE FERGUSON GROUP, LLC
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the federal advocacy services of The Ferguson Group, LLC (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 those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by the Contractor at the 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, 2018 to June 30, 2021, unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor the sum of eight thousand (\$8,000) dollars per month for performance of all of the services and completion of all of the work described in Attachment A on a monthly basis.

B. Travel and per diem. Contractor will be reimbursed a maximum of five thousand dollars (\$5,000) per fiscal year for the travel expenses or per diem which Contractor incurs in providing services and work under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from 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 three hundred three thousand dollars (\$303,000) (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 performed by Contractor pursuant to this Agreement. 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, 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. 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 B and with the provisions specified in that attachment.

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of 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, 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.

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

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

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996,

and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo:
County Administrative Officer
PO Drawer N,
Independence, CA 93526

Contractor:
The Ferguson Group, LLC
1901 Pennsylvania Avenue, N.W. Suite 700
Washington D.C. 2006

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.

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND THE FERGUSON GROUP, LLC
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES**

TERM:

FROM: July 1, 2018 TO: June 30, 2021

SCOPE OF WORK:

SEE ATTACHED:

- A. Inyo County Request for Proposals; and
- B. Contractor's Proposal dated June 11, 2018.

In the event of any conflicts between these documents, the order of precedence shall be (1) the express terms of this Agreement, (2) Contractor's June 11, 2018 Proposal, and (3) Inyo County's Request for Proposals.

**A AGREEMENT BETWEEN COUNTY OF INYO
AND THE FERGUSON GROUP, LLC
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
19th DAY OF JUNE, 2018.

COUNTY OF INYO

By: [Signature]

Dated: 06-26-2018

CONTRACTOR

By: [Signature]
Signature

W. ROGER GWINN
Type or Print Name

Dated: JUNE 19, 2018

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

RECEIVED

2018 JUN -8 PM 3:51

INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD

tfg

Proposal to the
**County of Inyo, CA
for Federal
Advocacy Services**

June 11, 2018

RECEIVED

2018 JUN -8 PM 3: 51

Proposal to the County of Inyo, California for Federal Advocacy Services

INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD

Table of Contents

Cover Letter	1
Recent Engagements	2
Our History	2
TFG Focus	2
Commitment to California	2
Firm Experience and Client Successes	3
Economic Development	3
Housing and Community Development	4
Public Safety and Social Services	4
Water Resources and Infrastructure	6
City of Los Angeles Work	6
Key Personnel	7
Inyo County Advocacy Team	7
Work Plan	12
TFG's Approach	12
Federal Agenda Development	12
Advocacy	13
Communications	14
Examples of Client Communications	15
Grant Services	17
Approach and Likelihood of Success	18
Final Mile Fiber Optics	18
Water Systems	19
Outreach Strategy	20
Information Required from the County	21
Ability to Contract and Exceptions	21
References	21
Compensation Proposal	22
Services for the City of Bishop Services	22

Recent Engagements

Our History

The Ferguson Group LLC (TFG) is a bipartisan government relations consulting firm founded in 1982 in Washington, DC. We provide federal advocacy services to approximately 94 public and private entities in 22 states, including counties, cities, public works agencies, and joint powers authorities. We also advocate on behalf of national organizations focused on federal issues directly impacting local government: the National Association of Towns and Townships, the Manufacturing Alliance of Communities, and the Perfect Storm Communities Coalition.

For 36 years, TFG has represented local communities on federal issues in Washington, DC, where the firm is headquartered. TFG is unique in that, in addition to our main office in Washington, DC, we maintain local and regional offices in key locations to better serve the interests of clients located in those areas, including California. The address and contact information for our main office is:

The Ferguson Group, L.L.C.
1901 Pennsylvania Avenue, N.W.
Suite 700
Washington D.C. 2006
(202) 331-8500
www.thefergusongroup.com

TFG Focus

TFG provides federal government relations services to forward-thinking local governments seeking to advance or protect their interests at the federal level. We have a demonstrated track record of responding to our clients' needs while also identifying and developing strategies to address emerging issues and opportunities. We focus primarily on issue areas of direct interest to Inyo County, including but not limited to the following:

- Community and economic development.
- Telecommunications and broadband.
- Water and wastewater infrastructure development, planning, funding, and financing.
- Land use issues as impacted by federal policy and permitting.
- Transportation policy and funding, including transit, highway funding, and rail safety.
- Public safety, law enforcement, and fire services.
- Clean Water Act, Endangered Species Act and Safe Drinking Water Act regulations.
- Housing, homelessness, and social services, including veterans' affairs.
- Municipal government finance and revenue protection.

Commitment to California

It is important to note our Congressional and agency relationships are not limited to offices "inside the Beltway." We work regularly with key officials and staff in Congressional district offices and federal agency staff in local and regional offices. TFG has particularly strong ties to California. Our first clients were in

The Ferguson Group
Advocacy. Consulting. Grants.



June 11, 2018

Mr. Kevin Carunchio
County of Inyo
Office of the County Administrator
P.O. Drawer N
Independence, CA 93526

Dear Mr. Carunchio:

On behalf of The Ferguson Group, LLC (TFG), I am pleased to submit the enclosed proposal to the County of Inyo, CA for Federal Advocacy Services. Headquartered in Washington, DC, TFG specializes in representing local governments before Congress and the Administration. We pride ourselves on our ability to serve public sector clients of all sizes, which keeps us among the top independent lobbying firms in Washington.

For over 35 years, TFG has been the preeminent provider of federal government relations advocacy to local governments seeking to advance or protect their interests in Washington's complex legislative and regulatory arenas. Our knowledge of Congress and the Administration, and how they can work collaboratively with local governments, provides our clients with a unique strategic advantage that sets them up for success. As the Congressional ban on "earmarks" continues to be enforced, TFG has successfully adapted to changes in the federal budget process and has expanded the grant services we provide our clients. As such, our clients consistently enjoy a positive return on their investment in federal lobbying services.

Most importantly, TFG has particularly strong ties to California. Our first three clients in 1982 were California cities and, over the years, we have developed an unparalleled working knowledge of how to effectively represent California communities in Washington, DC. Our California presence gives us a unique opportunity to engage in unmatched levels of communication and collaboration with the County. Most notably, we have identified Kristi More to serve as the lead lobbyist for Inyo County's team. Her direct and personal knowledge of your history, heritage, and goals will enable her to represent the County in Washington like no other lobbyist could.

I attest to you that the information provided in this proposal is accurate, and that I am authorized to execute binding legal documents on the firm's behalf. TFG is a firm committed to building strong, prosperous communities across the country, and we hope to put our expertise to work for Inyo County. If you have any questions, please do not hesitate to call me directly at (202) 331-8500 or contact me via email at rgwinn@tfgnet.com. Please note the firm's mailing address on this letterhead. Thank you for the consideration.

Sincerely,

W. Roger Gwinn
CEO

California and remain clients of the firm today. We have maintained offices in California continuously since 1991, and over the years we have developed an unparalleled working knowledge of the opportunities, challenges, and needs facing California local governments. Our California connections benefit our clients, particularly in recent years, as decision making authority within many relevant federal agencies has been entrusted to local and regional offices of the federal agencies.

Firm Experience and Client Successes

After representing local communities for 36 years, TFG's list of accomplishments and successes on behalf of our clients is quite extensive. The following examples are provided as case studies for work we have performed over the past five years that is relevant to the County's goals and priorities. We chose to highlight a few examples of our work on economic development, housing, public safety and law enforcement, transportation, and water resources projects, which we believe most directly relate to the goals of Inyo County. Expanded information on additional client successes can be provided upon request.

Economic Development

TFG has a long history of successfully identifying federal programs and finding creative opportunities to secure funds for community and economic development projects. Almost every aspect of TFG's representation of local governments touches on economic development. From improved transportation and water infrastructure, to downtown revitalization projects, to increased community services and housing options, we have helped bring significant resources to our clients to help them build their local economies.

Sutter County, California – Stakeholder-Based Economic Development Initiative. TFG worked with Sutter County staff, the County's elected officials, and the local Economic Development Corporation to launch the SutterForward initiative. SutterForward expands on the Economic and Demographic Analysis Report that TFG provided the County, and incorporates input from stakeholders, local businesses, and citizens into the economic development strategy. As the facilitator of the SutterForward initiative, TFG leads public stakeholder meetings and working groups, and will conduct a Talent Gap Analysis to identify job training and education goals that will help support the current and future workforce in the County. The SutterForward process also analyzes projects identified in the County's General Plan and incorporates them into a strategic federal funding and grants work plan that will help support the economic and workforce goals of the initiative.

Cumberland County, ME – Food Systems Planning. Cumberland County secured \$25,000 in FY 2015 planning funds from USDA's Local Food Promotion Program. TFG assisted the County in identifying and scoping a project, as well as drafting and submitting the narrative. The project will produce a food system plan that will examine 15 existing rural food economies, the present state of local agriculture, and current initiatives at the local level. The resulting plan will identify the highest potential opportunities for increasing local food sales.

Loudoun County, VA – General Services Administration. Prior to 2007, Loudoun County was included in the Washington, DC per diem non-standard rate area (NSA). The County is now designated as its own NSA with a significantly lower per diem rate. Working with the County and with Congressional support, TFG partnered with the U.S. Department of Transportation, the Metropolitan Washington Airports Authority (MWAA), and the local travel and tourism board to help GSA develop an appeals process for how a particular per diem boundary is set. After significant work with both political and career personnel at GSA, we are awaiting publication of the final rule on such an appeal.

Housing and Community Development

TFG continues to advocate for federal resources to support housing and community development priorities in local communities, including Section 8 project reserves, Federal Housing Administration loan threshold, and funding for Department of Housing and Urban Development (HUD) programs (i.e. CDBG, McKinney Act and HOME).

City of Newark, New Jersey – Training and Education Center. The Newark, NJ Housing Authority approached TFG for assistance in funding the construction of Weequahic Park East Training Recreation Education Center (TREC), a state-of-the-art, 28,000 square foot facility capable of providing space for educational classes, community meetings and fitness activities. TFG helped the Housing Authority draft, edit and apply to the HUD's Capital Fund Education and Training Community Facilities program. The Housing Authority's \$5 million grant was the largest single award provided by this HUD program in recent years.

City of Oceanside, California – Veterans Housing. The City of Oceanside, CA sought assistance from TFG to address the specific needs of both homeless and low-income veterans in their community. The veteran population was on the rise and the Oceanside Housing Authority was struggling to provide adequate services to this population. TFG assisted by working with the City and several local organizations to gather data specifically on housing assistance needs for military veterans and their families separating from active duty from the U.S. Marine Corps at Camp Pendleton and/or the U.S. Naval Installation in San Diego. TFG then coordinated a meeting with key officials at HUD, which resulted in identifying additional federal partners to engage and provide details on available federal resources. The City's Housing Authority applied for HUD Veterans Affairs Supportive Housing (VASH) vouchers to distribute to qualified Oceanside-based veterans and was awarded 40 vouchers for the first time. Due to the success of the housing authority's efforts to provide vouchers to the veterans, they were subsequently awarded an additional 45 tenant-based vouchers the following year.

City of Roseville – Homeless Assistance and Veterans Assistance. The City of Roseville has undertaken a positive and forward-thinking effort to develop an understanding of regional homelessness to find meaningful ways to address this important issue, especially as it relates to homeless veterans. TFG helped coordinate meetings with top officials at HUD and the Veterans Administration (VA) to discuss Roseville's efforts and to find ways to work with HUD and VA to assist those in need. The City and VA continue to make positive steps forward, including facilitating easier meetings for veterans with caseworkers by providing meeting space at City facilities.

Public Safety and Social Services

TFG staff are experts in Department of Justice (DOJ) and Department of Homeland Security (DHS) programs, which provide funding for local governments. Our work is focused on assisting our clients in the preparation of grant applications and developing working relationships with key DOJ and DHS officials.

Charles County, MD – Hiring Funds for Sheriff's Office. Shortly after being hired by the County in 2016, TFG prepared for the Charles County Sheriff's Office a COPS Hiring grant application. The Sheriff's Office was awarded \$375,000 to hire three Sheriff's deputies. This was the first successful grant application for the Sheriff's Office after numerous attempts.

Loudoun County, VA – Personal Protective Equipment. In 2016, the Loudoun County Fire, Rescue and Emergency Management Department received a \$2,000,000 award from the Assistance to Firefighter (AFG)

Grant Program. The award allowed the Department to purchase Self Contained Breathing Apparatus (SCBA) for firefighting personnel. TFG assisted the County throughout the entire grant process.

City of Fairfield, CA – Retention of Police Officers. When funding became available through the DOJ's COPS Hiring Program to hire and retain police officers, the Fairfield Police Department had just suffered through a two-year period that saw nearly 18 full-time positions eliminated. TFG worked with the Fairfield Police Department to submit an application to this grant program and gathered political support for the funding request. The Department was awarded \$1.8 million in grant funding, which enabled it to retain five officer positions that were slated to be cut in the upcoming local budget.

Transportation

TFG has been involved in federal transportation issues since our inception. In fact, our first clients engaged us to specifically address federal and local transportation issues they were facing. TFG has helped our clients secure billions of dollars in federal authorizations, appropriations and grants, and has been involved in every highway authorization bill enacted by Congress.

El Paso County, CO – TIGER Planning Grant. TFG helped El Paso County, CO, secure a \$1.2 million TIGER planning grant. TFG professionals worked with the County from the project's inception to application submission to craft a winning application with significant political support. To accommodate Fort Carson's ongoing expansion, El Paso County is working with the U.S. Army to reopen a gate to provide alternate access to the base's military training infrastructure. The roads leading to this gate are in substandard condition and are unable to support expected traffic resulting from the reopened gate. The project will develop conceptual design and preliminary engineering for rehabilitation of the two roads impacted by the reopening. TFG continues to assist El Paso County on the implementation of the TIGER grant project and is working with the County, regional partners, DOT, and the Congressional delegation to position the project for future TIGER funding.

Butte County Association of Governments, CA – Transit and Maintenance Facility. TFG helped the Butte County Association of Governments (BCAG) secure one of the largest grants of the fiscal year from the Federal Transit Administration's State of Good Repair grant program. The \$18 million was used to construct the Butte Regional Transit Operations and Maintenance Facility, which allowed BCAG to expand transit operations in the County. TFG assisted BCAG throughout the entire grant application process including advance preparation for the project, generation of political support, draft of the grant application, and final review. The project represented the seventh-largest award in the nation and the highest award for a rural community.

City of Greenville, NC – New Interstate Designation. TFG worked with Greenville's Congressional Delegation, the U.S. Department of Transportation, the North Carolina Department of Transportation (NCDOT), and the American Association of State Highway and Transportation Officials (AASHTO) to get a road leading into Greenville designated as a future interstate highway. The City is the largest in the state of North Carolina that does not have direct interstate highway access. We coordinated with all parties to secure a Memorandum of Understanding between NCDOT, the Governor's Office and the Federal Highway Administration that the project will meet interstate standards within 25 years. On a parallel track, Greenville's bipartisan Congressional Delegation introduced a bill that designates the road a future interstate. TFG facilitated this effort using our Congressional, federal agency, AASHTO, and state and local relationships. Future Interstate 587 was approved by then-Transportation Secretary Anthony Foxx on November 21, 2016.

Water Resources and Infrastructure

TFG has extensive experience with water resources issues, particularly water infrastructure development, planning and implementation, flood control, harbors, ports, environmental restoration, and shore protection. In addition to securing federal funding assistance, TFG's water resources practice provides strategic counsel in the legislative and regulatory arenas.

San Luis Obispo County, CA – Los Osos Wastewater Facility. The community of Los Osos is required to improve wastewater facilities to prevent polluted waters from leaching from thousands of private septic systems into Morro Bay National Estuary. The County was originally barred from competing for grant funding under USDA's Rural Utilities Service (RUS) grants and loans because Los Osos exceeded the regulatory population limit. TFG worked with the County to accurately define the area of benefit and worked with the County's Congressional Delegation to secure legislation providing a population limitation waiver to Los Osos. This action allowed the County to compete for USDA funding, resulting in the largest Recovery Act grant and loan provided by RUS. In addition to environmental and water supply benefits, the project provides opportunity for economic development by way of planned and approved build-out of the area served by the project.

Multiple Clients – Development of WIFIA. On behalf of our water clients, TFG was active in advocating for legislative language in the Water Resources Reform and Development Act (WRRDA) that created a new Water Infrastructure Finance and Innovation Act (WIFIA). TFG advocated for a program that allowed our clients to participate in financing opportunities that are affordable and fit their needs. We also wanted to ensure that the State Revolving Fund (SRF) programs were not diminished by a new WIFIA program. Innovative financing tools, like WIFIA, will create opportunities for public agencies to save money by providing access to federally-backed, low-cost, long-term financing. The savings to a local government from WIFIA are significant. WIFIA can reduce the annual debt service cost for financing public works water projects by an estimated 20 percent or more compared to traditional municipal financing.

North Bay Water Reuse Program, CA – Water Reuse Funding. TFG worked with the North Bay Water Reuse Program, a regional group composed of seven public utility agencies in Napa, Sonoma and Marin Counties, to secure \$3.8 million in federal competitive grant assistance through the Bureau of Reclamation's WaterSMART program. The funds are being used as part of a program to recycle up to 3,757 acre-feet of water per year for beneficial uses in agriculture, irrigation and habitat restoration. In Napa, the funding will help complete a pipeline project that will provide up to 1,000 acre-feet of water per year for irrigation uses and agriculture. The Sonoma County portion of the funding will complete a 3.5-mile pipeline near the Sonoma-Napa County border that will deliver recycled water to help restore 640 acres of former salt ponds. The Salt Marsh project is one of the largest wetland restoration projects in the West.

City of Los Angeles Work

TFG, nor any of the individuals identified for the Inyo County advocacy team, have ever performed any direct services on behalf of the City of Los Angeles or the Los Angeles Department of Water and Power. In the interest of full disclosure, TFG staff, outside of the Inyo County advocacy team, represent the Southern California Public Power Authority (SCPPA), which is a joint powers agency, representing 11 publically owned electric utilities and one irrigation district – one entity of which is the Los Angeles Department of Water and Power. Our work for SCPPA is solely focused on power-related issues.

Key Personnel

Inyo County Advocacy Team

TFG’s approach to staffing is to assemble a team of individuals who, by education, training and professional experience, are best positioned to provide the greatest value to the client. One team member is selected as the client manager and serves as the primary point of contact, oversees distribution of work, and ensures quality work product for the client. TFG’s professional team works closely together and draws from the expertise of other TFG professionals who are not specifically assigned to the client to provide incomparable service to the client.

Understanding the County’s current federal priorities and needs, TFG proposes the following Team for Inyo County. Full resumes can be supplied upon request. In addition to your designated team, the County will have access to all members of TFG’s professional staff. Biographies of all members of the firm can be found on our website at www.thefergusongroup.com.

Team Member	Responsibilities
Kristi More Managing Partner for Strategic Development	Kristi will serve as the team leader and main point of contact to the County.
Roger Gwinn Chief Executive Officer	Roger will assist the County on water and natural resource issues with a specific emphasis on federal funding for water infrastructure.
Jennifer Imo Managing Partner for Client Services	Jennifer will assist the county on transportation issues with a specific emphasis on the Federal Aviation Administration and airport services.
David Hoover Senior Advisor	David will assist the County on all issues related to broadband, communications, and fiber infrastructure and deployment.
Stephanie Missert Senior Associate	Stephanie will assist the Client Manager on all of the County’s priorities with a particular specialty in rural and natural resource issues.
Heidi Schott Senior Associate	Heidi will be responsible for overseeing all grant preparation, development, and submission for the County. She will also support the County on economic development initiatives.



Kristi More

Managing Partner for Strategic Development

Kristi More joined TFG in 2000 and specializes in transportation, water, economic and rural development, agricultural, and federal funding for local governments. She is a former staff assistant for a California state representative; intern for the District of Columbia Office of the Corporation Counsel, concentrating on legal and legislative issues concerning the abuse and neglect of children and the elderly; and intern for the California Cattlemen's Association, focusing on land, water, and air quality concerns surrounding the beef industry.

Kristi is based in TFG's Northern California office and primarily works on behalf of local governments and public agencies in the Western United States. Since joining TFG, Kristi has concentrated on expanding the firm's services to small, rural areas. Born and raised in a small, rural county in California (population 20,000) that is abundant in natural resources and federal lands, Kristi understands the delicate balance rural counties face when trying to address the needs of their citizens. Kristi has worked to develop working relationships between Congress, federal agencies, and her rural clients. These relationships have benefited rural communities through direct appropriations and authorizations, as well as contributed to the Congressional offices gaining a better understanding of the unique problems and needs of rural America. Kristi also serves as the Federal Director of the TFG-managed Agricultural Floodplain Management Alliance, an organization of local governments, organizations, farmers, and businesses focused on preserving the agricultural industry in the nation's floodplain.

Her representation of rural counties has resulted in almost \$120 million in federal funding, authorizations, and loan authority for projects related to 911 Dispatch Centers, local library upgrades, sewer and storm drain rehabilitation, economic development, drug-endangered children programs, local and regional transportation infrastructure, drinking and waste water treatment, and regional interoperable communications.

Kristi received her B.A. in Political Science from the University of California at Davis. Kristi also serves on TFG's Management Committee as the Managing Partner of Strategic Development.



Roger Gwinn

Chief Executive Officer

Roger Gwinn, TFG's CEO, oversees the management of the firm and overall operations, including the delivery of client services and the development of new offerings to address the evolving needs of clients. Roger represents public agency and private interests specializing in energy, water and environmental policy issues, water resources, community development, and technology. A nationally-recognized water infrastructure expert, Roger is known for creating and executing innovative and successful strategies to meet the challenging and complex needs of clients.

Recognized by Influence Magazine as one of Washington's six "Top Gun" appropriations lobbyists, Roger joined TFG in 1993. Roger spent 15 years on Capitol Hill, serving two members of Congress and as an associate staff member on the House Committee on Appropriations.

Roger leads the firm's representation of large-scale, regional water resources, environmental protection and economic development initiatives. Roger helped launch federal efforts to support restoration and protection of the Puget Sound and, ultimately, the Pacific Coastal Salmon Recovery Fund, which has steered just under \$1

billion to this multi-state ecosystem restoration effort since FY 2000. He has worked with dozens of communities nationwide to help them secure hundreds of millions of dollars in federal funds for storm water, wastewater and drinking water system improvements. For example, he helped one rural community secure more than \$80 million in federal assistance to help defray the local construction costs of a new regional drinking water facility. In addition, Roger has led the firm's representation of regional scale water reuse projects, including one where seven public agencies in three counties are collaborating on a comprehensive regional water reuse program to help address water quality concerns and the water supply needs of agriculture, urban areas and the environment.

A long-time advocate of federal support for low-cost, long-term financing for water, wastewater and storm water infrastructure projects, such as the financing that has been provided in the recently proposed Water Infrastructure Finance Innovation Act (WIFIA), Roger leads TFG's efforts to improve existing policies and enact new legislation to broaden access to federal grants and create new financing options to help deal with the complex water challenges of today and tomorrow.

Roger was a member of the inaugural class of the Stennis Congressional Staff Fellows Program. He is among the founders of *eCivis*, the nation's leader in online grants information and grants management for local governments. Roger earned his B.A. in Political Science from North Carolina State University.



Jennifer Imo

Managing Partner for Client Services

Jennifer Imo, a partner at TFG and member of the firm's management committee, represents municipal governments with a focus on community and economic development, transportation, public works, criminal justice, and public safety. In addition, she serves as the Federal Director of the National Association of Towns and Townships, a local government advocacy group that represents the interests of nearly 10,000 towns and townships across the country. In April 2011, TFG launched the General Aviation Airport Coalition, a national coalition of general aviation airports, and Jennifer serves as the organization's Executive Director.

Jennifer provides strategic consulting and federal advocacy services for her clients, helping them find innovative ways to address local issues and fund local priority projects. As a result of her successful strategizing and strong relationships with Congressional offices, Jennifer's clients have secured more than \$100 million in federal appropriations, authorizations and competitive grants in the 12-plus years she has been with TFG.

Additionally, Jennifer fosters productive relationships between her clients and various federal agencies. On behalf of the National Association of Towns and Townships, she led an effort to secure bipartisan Congressional and administrative support for an initiative that repealed a costly unfunded mandate on state and local governments related to road sign replacement. In addition, she facilitated a working relationship between the Department of Labor's Employment and Training Administration and a local government to develop a program for displaced workers who lost their jobs in furniture and textile plant closings. She also negotiated an agreement between the Federal Transit Administration and a community that enabled county leaders to spend Congressionally-appropriated funds immediately instead of having to wait for the lengthy disbursement process, ensuring that an important project was not delayed.

Jennifer lobbies Congress on a variety of legislative issues of interest to local authorities. She works closely with groups like the National Association of Counties and the National League of Cities to affect legislation that touches many aspects of local government. She has spoken at numerous conferences and webinars on a variety of local issues, focusing primarily on helping communities access federal support for local priorities and initiatives.

She earned her B.A. in Political Science and Psychology from the University of North Carolina at Chapel Hill, and her J.D. from Wake Forest University.



David Hoover

Senior Advisor

David Hoover is a Senior Advisor at The Ferguson Group, providing strategic counsel on technology and telecommunications policy issues. Hoover is an accomplished government relations and public policy executive with more than 20 years of experience leading advocacy campaigns, conducting research, analyzing federal policies, and building relationships with members of Congress, federal agencies, industry and public interest groups.

Prior to joining TFG, David served as vice president of legislative affairs at NTCA-The Rural Broadband Association, where he planned and implemented federal legislative strategy on behalf of the association's more than 800 independent, community-based telecommunications companies. Previously, David was director of government affairs at CTIA-The Wireless Association, where he lobbied on a variety of issues including spectrum, taxes, telehealth, and universal service. He also served as policy director for the trade group.

Earlier in his career, David was director of research at NCTA – The Internet & Television Association and also covered the telecom and media industries as an analyst with The Precursor Group®, Legg Mason and the Schwab Washington Research Group.

David earned a Master of Arts in Telecommunications from Michigan State University's College of Communications Arts and Sciences and a Bachelor of Science in Journalism from Ohio University's E.W. Scripps School of Journalism.



Stephanie Missert

Senior Associate and Manager of Policy and Regulatory Affairs

Stephanie Missert is a Senior Associate and Manager of Policy and Regulatory Affairs at TFG. She serves as a federal legislative analyst and advocate for the firm, specializing in federal funding, policy and regulations for public, private and nonprofit clients.

Stephanie concentrates on the identification of federal, state and foundation water resources funding opportunities, and is dedicated to ensuring local resources are used effectively to achieve local priorities. She is also one of the firm's experts in national flood policy and legislation. Stephanie has worked with TFG's Grants Team to apply for and secure federal grants through the US Department of Homeland Security, US Department of Justice, US Department of Agriculture, US Department of Transportation, US Department of

the Interior, and US Environmental Protection Agency. Stephanie worked with TFG's Grants Practice to develop the TFG Grant Funding Guide, a report TFG provides to clients which evaluates potential funding opportunities for identified projects. Finally, Stephanie serves as the intern coordinator for the firm.

Prior to joining TFG, Stephanie worked for United States Senator Kirsten Gillibrand in the western New York regional office. Stephanie graduated magna cum laude from Niagara University with her B.A. in History and Minor in Economics, focusing on late 20th century American domestic and foreign policy. She is a member of Phi Alpha Theta, the National History Honor Society.



Heidi Schott

Senior Associate and Manager of Grant Services

Heidi Schott is an integral part of the TFG's Grants Team. She specializes in grants services for public agencies and nonprofit organizations on a wide variety of funding and program operations. She undertakes complex policy and research analysis on housing, public safety, economic and workforce development, education, transportation, environment and water resources issues. She has been successful leading, developing, advising on and writing competitive grant proposals since joining the firm. She also has experience administering HUD entitlement programs, having drafted Consolidated Plans, Annual Action Plans, Environmental Record Reviews, and Analysis of Impediments to Fair Housing reports for clients.

Heidi's grant experience is significant, having successfully secured funding from DOT, DOJ, HUD, DHS, USDA, and EPA. In 2016, she assisted clients to secure approximately \$11 million in grants and loans. Some of her 2016 accomplishments include a \$2 million FEMA Assistance to Firefighters Grant for Loudoun County, VA; a \$999,600 DOJ Body-Worn Camera grant for Los Angeles County, CA; a \$222,663 USDA Farmers Market Promotion Program grant for College Park, GA and a \$250,000 USDA Rural Community Development Initiatives grant for Southeast Rural Community Assistance Project. Her success in 2015 includes a \$3.7 million in HUD Lead Hazard Reduction Demonstration Grant for the City of Harrisburg, PA, as well as a \$375,000 DOJ COPS Hiring Program Grant for the City of Woodland, CA. Also in 2015, Heidi wrote and secured a \$25,000 USDA Local Food Promotion Program Grant and \$438,001 in DOJ Grants to Encourage Arrest Policies and Enforcement of Protection Orders for Cumberland County, ME, and a \$238,435 in FEMA Assistance to Firefighters grant for the Town of Buxton, ME. In 2014, Heidi won over \$14 million in USDA funding for our client, the North Carolina Electric Membership Corporation, and a \$250,000 grant for the Midway City Sanitation District for Air Quality Improvement. Additionally, in 2014, Heidi wrote and won a \$1.2 million TIGER planning grant for El Paso County, CO; a \$572,524 Department of Justice (DOJ) Second Chance Act Grant, and a \$97,000 USDA Local Food Promotion Grant for Cumberland County, ME.

Heidi received her B.A. in European History from the University of Victoria and her Masters in Public Administration, with a concentration in Public Management and Economic Analysis, from George Washington University.

Work Plan

TFG’s Approach

TFG has reviewed the Scope of Work included in the RFP and will perform all tasks identified if selected to represent the County. To provide further detail, the following diagram provides a general overview of TFG’s approach to developing a client’s federal advocacy strategy, which is centered on three activity areas: Agenda Development, Advocacy and Communications. A summary of the tasks identified in the diagram follows.



Federal Agenda Development

Conduct Strategic Assessment of Opportunities. TFG will meet with County officials to learn about your priorities and help you define the County’s desired federal goals and objectives. This will allow us to develop an in-depth understanding about priority projects, and to meet with local leadership, staff and partners, as determined by the County. We explore all aspects of the County’s priorities to ensure that you are positioned to take advantage of all opportunities, and that you are aware of any potential threats to your interests.

Develop Federal Agenda and Strategy. TFG will develop a Federal Agenda that outlines the County’s federal priorities, as well as the strategy to advance those priorities. Once approved by the County, the Federal Agenda serves as TFG’s work plan, but remains flexible enough to be revised and improved upon, as needed. Making timely adjustments keeps the Federal Agenda current and enables the County to take advantage of new opportunities and to better manage any new challenges that arise. The Federal Agenda is reviewed and revised annually, if necessary, in preparation for the next session of Congress.

Advocacy

Preparing for Meetings in Washington, DC. TFG will work with the County to prepare the materials needed to advance your Federal Agenda, and successfully advocate the County's priorities. Developing persuasive, easy-to-understand messages that promote a well-articulated Federal Agenda are critical to achieving results.

Effective Bipartisan Advocacy. TFG strongly believes in a bipartisan approach to federal advocacy – most community needs and issues are not partisan. This approach has enabled our firm and our clients to smoothly transition into working with whichever party holds the majority. It also enables us to work cooperatively within a state's Congressional delegation, which is often bipartisan – like the California delegation.

Legislative and Regulatory Services. TFG will shepherd the County's legislative priorities through the entire legislative process, including bill introduction, when applicable, committee hearings, markups, and votes. We will ensure that you push your legislative priorities at the critical time. In Washington, DC, timing often marks the difference between achievable results and a missed opportunity. This process is particularly important when trying to include local priorities in the federal budget or to avoid cuts to critical federal programs. TFG consistently monitors legislative and regulatory action that can be either beneficial or harmful to our clients' priorities. We help our clients engage directly in the legislative and regulatory processes to ensure their support and/or concerns are known.

Enhance Relationships. Our team has working relationships with Inyo County's Congressional Delegation. We also have productive working relationships with key Congressional committee chairmen and staff; Administration officials within the Executive Office of the President; and key appointed officials and civil servants within the federal agencies. Additionally, we have existing relationships with stakeholder groups, trade associations and issue-oriented coalitions including, the National Association of Counties (NACo), U.S. Conference of Mayors, National League of Cities, and the American Public Transportation Association. Through these contacts, we remain actively involved in the development of legislation and regulations, as well as the preparation and adoption of the federal budget, annual appropriations bills, and competitive grant applications. By leveraging our contacts, we will enhance the County's existing relationships. In addition, by maintaining regular contact with the County's Congressional Delegation, we will keep them abreast of your priorities and when new issues arise during the legislative year. Just as we assist the County in promoting your priorities, TFG assists federal officials and their staff in identifying and undertaking activities to achieve the County's goals and objectives, being sure to reserve credit for the elected officials where it is due.

In addition, through our representation of the National Association of Towns and Townships, TFG has developed close working relationships with coalitions and organizations focused on rural communities. Those groups include the Campaign for a Renewed Rural Development, run out of NACo, and the REBUILD RURAL coalition, run out of the Farm Credit Council. TFG will utilize the connections we maintain with these groups to enhance our representation of the County on its rural issues. We will also work to help build relationships between these groups and the County.

Schedule Washington, DC Meetings. TFG practices a cooperative team approach in which the County is an integral part of the education and advocacy process in Washington, DC. We are committed to helping you become your own best advocate and will work closely with you to identify the best timing, audience and message when you are in Washington, DC. TFG encourages our clients to make at least one trip to Washington, DC to meet with their Congressional delegations and relevant federal agencies, and sometimes an additional trip is warranted depending on the progress of an issue and/or project.

TFG's team will prepare meeting materials, provide recommended talking points, brief you in advance, discuss political strategies, and answer all your questions to help you optimize your effectiveness during advocacy meetings and otherwise. Knowing how to deliver the right message to the right people is essential to successful advocacy and a cornerstone of TFG's clients' success.

TFG will make all arrangements for the most effective use of your time, resources and effort. We will coordinate meetings with Members of the Inyo County Congressional Delegation, other targeted Members, Congressional and committee leadership, and key federal agencies where it is important to raise the County's profile and to advocate effectively for the goals and objectives in the Federal Agenda. We personally guide you through these visits in Washington, DC, assist with related logistics, and provide all the necessary follow-up.

As noted previously, our California presence also allows us to schedule and attend meetings with key federal agency officials and staff as well as Congressional offices in local and regional offices in California and the West. This allows our clients to utilize all avenues and all contacts to reach their goals locally, regionally, and nationally.

Communications

Regular and efficient communication is essential to successful working relationships with our clients. We provide regular status reports, including monthly and year-end reports, to the County to review the status of each priority project and issue on the County's federal agenda. Based on your needs and availability, we can also convene regularly scheduled conference calls. Personalized reports to our clients include grant summaries and profiles that provide tips on how to be successful; topic-specific funding guides that review available grant and loan opportunities; legislative trackers that review pending bills related to a certain topic; and policy issue briefs that provide historical background and new developments on regulatory and administrative issues.

In addition to more personalized updates from your advocacy team, the County will benefit from the following communications: every Monday, TFG releases a Weekly Legislative Update and a Water and Natural Resources Update that provide a brief synopsis of relevant action that occurred the week before, as well as an outlook of what to expect from Congress and/or the Administration in the coming week. These outlooks include information on Congressional committee meetings and hearings. On Fridays, TFG provides a list of grant solicitations that were published that week, and we distribute quarterly grants reports that announce upcoming grant opportunities. TFG also develops comprehensive reports on major events coming out of Washington. For example, over the last several months, TFG prepared special reports for our clients on pending legislative matters after the Thanksgiving break, the release of the President's FY 2019 budget request, the announcement of the White House infrastructure plan, and the recent passage of the FY 2018 omnibus appropriations bills. We tailor these reports to focus on specific issues and areas of importance to local governments.

TFG periodically holds webinars on a variety of legislative issues that are important to our municipal clients, such as: transportation, sustainability, public safety, and housing. We also hold webinars on specific federal funding opportunities to help clients understand and navigate the parameters of major federal grant programs. These webinars feature TFG subject-matter experts, but also regularly include federal officials and other key experts, who provide insight into federal programs and strategies for increasing the competitiveness of client applications. Webinars are provided at no cost to TFG clients and all webinars are recorded and made available to clients after they are conducted, so that clients may circulate the presentations to colleagues.

Examples of Client Communications

The following snapshots are provided as examples of our weekly client communications. Additional samples of specific client work can be provided upon request.



Weekly Legislative Update March 19, 2018

Congressional Outlook

The House and Senate are in session this week. The House will consider [11 bills](#) under suspension of the rules, including the Strengthening Local Transportation Security Capabilities Act (H.R. 5089), which would reduce emergency response times by putting more federal law enforcement officers and resources near high-risk surface transportation assets. For the remainder of the week, the House will vote on the Alleviating Stress Test Burdens to Help Investors Act (H.R. 4506), which exempts non-bank financial institutions that are not under supervision by the Federal Reserve from the Dodd-Frank Act's stress testing requirements; the Trickett Wendler, Frank Mongiello, Jordan McLinn, and Matthew Bellina Right to Try Act of 2018 (H.R. 5247), which would improve access to experimental treatments for patients with terminal diseases or conditions; and the Financial Stability Oversight Council Improvement Act of 2017 (H.R. 4061), which amends the Dodd-Frank Act to require the Financial Stability Oversight Council (FSOC), when determining whether to subject a U.S. or a foreign nonbank financial cc Reserve, to consider the appropriateness of imposing height to other forms of regulation to mitigate identified risks to U

The Senate will vote on the nomination of Kevin McAleenan and Border Protection. The Senate will also vote on the Alk Sex Trafficking Act of 2017 (H.R. 1885), which proposes providing new tools to law enforcement to prosecute crim advertisements for prostitution and solicitation of victims of vofa on a resolution (S.J. Res. 54) directing the removal hostilities in Yemen that have not been authorized by Con War Powers Act.

House and Senate negotiators are still trying to complete trillion spending measure to fund the federal government for stopgap spending bill runs through Friday, March 23, giving a bill. Negotiators are trying to resolve disputes over va agreement on the bill. House leaders may release the text Monday night, with a vote by Wednesday, with Senate con

On Monday, President Trump will travel to New Hampst epidemic at Manchester Community College. On Tuesday Prince Mohammed bin Salman at the White House.

Week in Review

Cabinet Secretaries Testify to Senate Committee to Sell Infrastructure Plan

On March 14, five Trump Administration secretaries testified before the Senate Commerce, Science and Transportation Committee to defend and sell President Trump's [infrastructure plan](#), which was released in early February. The hearing, which aimed to examine the various infrastructure policy reforms proposed by the Administration, featured Transportation Secretary Elaine Chao, Commerce Secretary Wilbur Ross, Labor Secretary Alexander Acosta, Agriculture Secretary Sonny Perdue, and Energy Secretary Rick Perry. The biggest issue discussed at the hearing was how to pay for the proposal, which the White House has yet to officially comment on. After the hearing, Committee Chairman John Thune (R-SD) told reporters, "There are some other offsets that we could come up with to put together a decent package, but to get the big really robust package the president's talking about, we have to come up with a significant source of revenues...And so far those haven't been identified." [Read more...](#)

Farm Bill Talks Stalled in the House

The farm bill is up for reauthorization in 2018, and consideration of both bills has generally been on track, with both committees planning to markup legislation in March or April. However, last week consideration ran into a snag in the House after Democrats opposed possible cuts to the food stamps program, also known as SNAP. Representative Collin Peterson (D-MN), the House Agriculture Committee's top Democrat, said Thursday that he would heed his colleagues' request that he stop negotiations until Chairman Michael Conaway (R-TX) gives members the text of the proposed farm bill, along with cost estimates and impact assessments. The Chairman originally hoped to release the farm bill text in preparation for markup the week of March 12 or March 19.

The Chairman could move the legislation out of committee without help from Democrats, but that could make it more difficult to win support from the Democratic Caucus on the House floor. If there were any conservatives that were not supportive of the legislation, Chairman Conaway would need some Democratic votes to avoid defeat on the House floor. [Read more...](#)

House Passes Secure Our Schools Program Reauthorization

On March 14, the House passed the Student, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 ([H.R. 4909](#)) by a vote of [407-10](#). The bill would reauthorize DOJ's Secure Our Schools program at \$75 million annually for FYs 2019-2028. There is also a [version](#) of the STOP School Violence Act in the Senate. The two bills are roughly similar but are not the same: the Senate STOP Act would authorize more grant funding, for example. [Read more...](#)

Senate Passes Dodd-Frank Reform Bill

On March 14, the Senate passed the Economic Growth, Regulatory Relief, and Consumer Protection Act ([S. 2155](#)) by a vote of [67-31](#). The bill would roll back several Dodd-Frank Act regulations for small and medium-sized banks. The bill also includes the Municipal Finance Support

TFG Grants Update
 March 23, 2018



**New Grant Opportunities
 Announced**

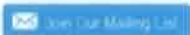
Grants by Agency

[Department of Interior](#)
[Department of Justice](#)

The TFG Grants Update highlights all federal and foundation grants of interest to a local government that have been announced in the current week. For additional information about any grants you see in this email, please contact your client manager, or

Karl Kalbacher, P.G.
 Director of Environment,
 Economics & Grant
 Services, [via email](#)
 or at (202) 331-8500

The Ferguson Group
 1901 Pennsylvania Ave. NW
 Suite 700
 Washington, DC 20006
 202-331-8500



Department of Interior

FY 2018 WaterSMART Grants Program: Water and Energy Efficiency Grants - The purpose of this program is to support projects that result in quantifiable and sustained water savings. Projects supported through this program will conserve and use water more efficiently, increase the production of hydropower, mitigate conflict risk in areas at a high risk of future water conflict, enable farmers to make additional on-farm improvements in the future, and accomplish other benefits that contribute to water supply reliability in the western United States. Eligible applicants include states, Indian tribes, irrigation districts, water districts, or other organizations with water or power delivery authority. Eligibility is limited to applicants located in the western United States or territories, specifically Arizona, California, Colorado, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, American Samoa, Guam, the Northern Mariana Islands, and the Virgin Islands. Applications must be submitted by May 10, 2018. [Click here](#) for more information.

FY 2018 WaterSMART Grants: Small-Scale Water Efficiency Projects - The purpose of this program is to support small-scale on-the-ground water efficiency projects that seek to implement work identified through previous planning efforts. Projects supported through this program will conserve and use water more efficiently, mitigate conflict risk in areas at a high risk of future water conflict, and accomplish other benefits that contribute to water supply reliability in the western United States. Eligible applicants include states, Indian tribes, irrigation districts, water districts, or other organizations with water or power delivery authority.

FY 2018 WaterSMART Grants Program: Water Marketing Strategy Grants - The purpose of this program is to proactively address water supply reliability and increase water management flexibility by supporting the development of water marketing strategies that will establish or expand water markets or water marketing activities between willing participants. Water markets between willing buyers and sellers can be used to help water users meet demands efficiently in times of shortage, thereby helping to prevent water conflicts. Eligible applicants include states, Indian tribes, irrigation districts, water districts, or other organizations with water or power delivery authority. Eligibility is limited to applicants located in the western United States or territories, specifically Arizona, California, Colorado, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, American Samoa, Guam, the Northern Mariana Islands, and the Virgin Islands. Applications must be submitted by July 17, 2018. [Click here](#) for more information.

Department of Justice

FY 2018 Specialized Services and Mentoring for Child and Youth Victims of Sex Trafficking - The purpose of this program is to support efforts to provide mentoring services for children and youth who are victims of commercial sexual exploitation and domestic sex trafficking (CSE/DST). Projects will prevent further victimization of children through mentoring, support services, and community awareness activities. Projects must provide direct service to youth up to the age of 18. Eligible applicants include State, local and Tribal governments, academic institutions, non-profit organizations and for-profit organizations. Applications must be submitted by May 15, 2018. [Click here](#) for more information.

FY 2018 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative - The purpose of this program is to encourage local jurisdictions to work with their Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) partners to utilize intelligence, technology, and community engagement to swiftly identify firearms used unlawfully and their sources, and effectively prosecute perpetrators engaged in violent



Special Report

Highlights of the FY 2018 Omnibus Appropriations Package

March 23, 2018

Table of Contents

Introduction	1
Division A: Agriculture, Rural Development, Food and Drug Administration, and Related Agencies	3
Conservation and Disaster Programs	3
Rural Development	3
Nutrition	4
Division B: Commerce, Justice, Science, and Related Agencies	4
Anti-Opioid Abuse	4
Agencies within the Department of Justice (DOJ)	5
State and Local Law Enforcement Grant Programs	5
Department of Commerce	6
National Science Foundation	6
National Aeronautics and Space Administration (NASA)	6
Other Notable Provisions	7
Division C: Department of Defense	7
Overseas: Contingency Operations (OCO)/Global War on Terrorism (GWOT)	7
Military Personnel and Pay	7
Operation and Maintenance	7
Research and Development	8
Equipment Procurement	8
Defense Health and Military Family Programs	8
Division D: Energy and Water Development, and Related Agencies	9
Department of Energy (DOE)	9
U.S. Army Corp of Engineers (Corps)	9
Bureau of Reclamation	10
Division E: Financial Services and General Government	11
Opioid Epidemic	11
General Services Administration (GSA)	11
Internal Revenue Service (IRS)	11
Federal Communications Commission (FCC)	11
Election Assistance Grants: Preventing Election Interference	12
Small Business Administration (SBA)	12
Division F: Department of Homeland Security	12
Federal Emergency Management Agency (FEMA)	12
Cybersecurity	12
Transportation Security Administration	12
Immigration, Customs, and Border Security	13

Highlights of the FY 2018 Omnibus Appropriations Package



Introduction

On March 21, 2018, Congress released the 2,282-page [bill](#) of the \$1.3 billion fiscal year (FY) 2018 omnibus appropriations bill, the *Consolidated Appropriations Act, 2018*. The omnibus will fund the federal government for the remainder of FY 2018 (through September 30, 2018). Explanatory Statements for each division of the bill are available [here](#).

The current Continuing Resolution (CR) funding the government expires on Friday, March 23. The House swiftly passed the bill on March 22 just hours after the bill text was released by a vote of 236-167. The Senate passed the bill in the early morning hours of March 23 by a vote of 62-32. President Trump briefly threatened to veto the bill because it does not address the Defense Action for Childhood Arrivals (DACA) issue or provide enough funding for the Southwest border wall. However, he ultimately decided to sign the bill, warning Congress during a news conference that he would never sign a bill like this again. He also called on Congress to show him five-item veto power for future spending bills.

Overall, the omnibus adheres to the recently enacted budget caps agreement, providing an additional \$80 billion for defense and \$83 billion for non-defense spending. The increase in defense spending is the largest year-to-year increase since the beginning of the War on Terror. Most of the increases in domestic spending are directed towards programs to fight the opioid epidemic for homeland security, and for infrastructure. The bill includes nearly \$4 billion in resources to combat the opioid crisis by investing in treatment, prevention and law enforcement programs. Congress also provided over \$1.3 billion to support the President's request for funding for a physical barrier and associated technology along the Southwest border. Regarding infrastructure, the bill provides an influx of approximately \$21 billion for a variety of infrastructure programs, including programs to build and improve transportation, water, cyber and energy infrastructure.

Summaries of each division of the omnibus are provided in this memo, which was assembled in part with information provided by the House and Senate Appropriations Committees.

Grant Services

As part of the Federal Agenda and strategy, there likely will be a significant grants component. TFG's Grants Office will support the team representing Inyo County to ensure all relevant competitive grant opportunities are explored. As previously mentioned, the County will receive a weekly list of newly published federal competitive grant solicitations and a quarterly outlook to give you enough time to prepare for upcoming grant opportunities. TFG's team provides the following key competitive grant services:

Opportunities Analysis. TFG provides a comprehensive approach to developing project priorities and identifies the best funding opportunities for those projects. We provide a full report of funding options and a recommended action plan that will improve award rates.

Project Evaluation. The project evaluation focuses on identifying funding opportunities for your specific projects. TFG will provide a list of funding opportunities along with recommendations about the best approach based on the project.

Strategic Advice. Once an opportunity is identified and you decide to move forward, we guide you in positioning the application for success. Central to our success is knowledge of the underlying program authorizing legislation and priorities of the grant-making agency.

Inside Track. We help put you face-to-face with program officers and decision makers within funding agencies. TFG gives our clients a competitive advantage: we pitch your projects while developing relationships with key agency officials and staff while gaining valuable insight on agency priorities related to specific grant opportunities.

Approach and Likelihood of Success

TFG thoroughly reviewed the issues and priorities outlined in the RFP, as well as the history of Inyo County. Please note that TFG has experience working on projects similar to every one of the projects identified on the list of Current Funding Needs in Section III of the RFP. As requested, we are outlining our recommended approach for two of these projects, including the Final Mile Fiber Optics project and the Water Systems project.

Managing expectations is a very important part of our client representation. We approach every project/issue with the expectation that it will succeed, but do not like to predict the likelihood of success. There certainly have been occasions where our clients have not succeeded in attaining a project or issue goal. We don't stop there, but find out what we could have done to be successful and make the necessary adjustments to ultimately achieve the best result for our clients.

Final Mile Fiber Optics

Working in conjunction with the County and interested stakeholders, TFG will plan to review, apply and advocate for both grant, loan, and loan-guarantee opportunities at both the federal and state level that fund "final mile" broadband planning, deployment, and adoption in the County. TFG staff has a lengthy history of demonstrated expertise and success in applying for these funds, as well as established relationships with the administrators and staff of these programs, especially within the U.S. Department of Agriculture (USDA), the U.S. Department of Commerce, and the Federal Communications Commission. TFG staff will work with

representatives from municipal government, tribal authorities, and broadband providers in the County to create a cohesive strategy that ultimately identifies the funding options that are best-suited for these local entities, create the most benefit for the region, and have the greatest likelihood of success.

Possible Sources of Funding. TFG specifically recommends these four federal programs for funding broadband deployment in the County. Two lending programs within the USDA Rural Utilities Service (RUS) – the Telecommunications Infrastructure Loans and Guaranteed Loans and Broadband Loans and Guaranteed Loans – support the construction, maintenance, improvement, and expansion of telephone service and broadband in rural areas or towns with a population of 5,000 or fewer. Eligible applicants include most entities that provide telecommunications in these qualified rural areas. Funding is available in the form of cost-of-money loans, guaranteed loans, and hardship loans. Of worthy note, RUS has the discretionary authority to apply provisions of the Substantially Underserved Trust Area (SUTA) statute to both programs. Those provisions include: offering interest rates as low as 2%, waiving non-duplication requirements, waiving matching or credit support requirements, extending repayment terms, and giving eligible applications the highest funding priority. SUTA was implemented to assist tribal governments with their infrastructure needs. However, non-tribal applicants can also request SUTA consideration.

Community Connect Grants provide financial assistance to eligible applicants in the provisioning of broadband service to all premises in currently unserved, lower-income, and extremely rural areas. Grant funds may be used to finance the construction, acquisition, or leasing of facilities, including spectrum, land or buildings to deploy service to all participating critical community facilities and all required facilities needed to offer such service to all residential and business customers located within the proposed funded service area. The application window for 2018 has closed, but opportunities to apply occur annually, usually during the second quarter, and we can work with the County to be prepared for the next solicitation. An estimated 15 awards ranging from \$100,000 to \$3 million will be granted in FY 2018.

The considerable interest in rural broadband access issues by policymakers in Washington, DC, has led to the creation of a new grant opportunity within the 2018 Farm Bill that includes sizable funding for network deployment. With the 2014 farm bill expiring on September 30, 2018, Congress is considering reauthorization of the RUS broadband loan program and other broadband-related provisions in the 2018 farm bill, as well as appropriating funding for these programs. In addition, the House and Senate have included funding ranging between \$425 million and \$550 million for a new rural broadband pilot grant program. This is in addition to the \$600 million already allocated for that purpose by Congress in the 2018 Omnibus spending bill.

The RUS is currently drafting the eligibility criteria for these funds. The Omnibus broadband pilot stipulates that rural telephone and broadband service providers, rural electric cooperatives like Valley Electric Association that serves parts of Inyo County, private firms, nonprofits, and governments are all eligible for the funding. As with existing RUS projects, eligible deployments are those that serve rural areas with populations of 20,000 or less, that currently lack sufficient access to broadband service with speeds of at least 10 Mbps/1 Mbps, and that are not currently served by an RUS borrower.

Water Systems

Addressing drinking water and wastewater needs of rural communities is always challenging. TFG has vast experience assisting communities in meeting their water supply and delivery needs and often helps clients find creative and innovative ways to address those needs in a cost-effective and efficient matter. The communities in Inyo County face a variety of water service issues ranging from water supply infrastructure to overall access

to clean and reliable sources of water. To start, TFG would work with County officials, as well as officials from impacted jurisdictions, to outline all projects and issues related to the County's water systems. This collective list would serve as a driving point for developing a strategy to systematically address each issue and project. Often, showing the whole picture helps strengthen the overall story for each individual component and can help establish a consistent line of federal resources and funding.

Possible Sources of Funding: Inyo County's rural designation, as well as the economic standing of some communities, opens the door to opportunities for federal funding in the form of technical assistance, direct grants, and loans from USDA and the Economic Development Administration (EDA). The Rural Utilities Service programs for water and wastewater infrastructure can be utilized to secure long-term, low-interest loans for large-scale water infrastructure projects. USDA direct grants are often awarded independently or in conjunction with these loans, in particular for more economically depressed areas. Similarly, EDA's Community Facilities program helps local communities through technical assistance, grants, and loans plan for and construct water infrastructure projects that help enhance and support local and regional economies. Both USDA and EDA rely significantly on the advice and work of their local, regional, and state offices in determining what projects will receive funding. Application periods for USDA and EDA are typically rolling and the best approach is to start working with local and state offices to develop support for projects before applying for funds. Of particular interest, TFG has found great success recently in working not only directly with the CA USDA office, but also with program officials at USDA in Washington, DC to identify creative solutions and tap in to underutilized programs for project funding.

Depending on the nature and size of the overall project, opportunities for funding also exist under the new Water Infrastructure Finance and Innovation Act (WIFIA) program through the Environmental Protection Agency and the U.S. Army Corps of Engineers. Similar to the State Revolving Fund (SRF) programs, the WIFIA program provides subsidized financing for large dollar-value projects. However, the minimum project size for small communities with a population of 25,000 or less is reduced from \$20 million to \$5 million. While the program can only fund a maximum of 49% of the total project cost, other federal funding can be acquired to bring the total federal share to up to 80%. TFG was instrumental in obtaining the Congressional authorization for the WIFIA program and is currently working with clients whose projects were selected in the first round of funding. The letter of interest process for the next round of WIFIA funding is currently open with a deadline of July 31, 2018.

Likewise, TFG is leading the effort to help create a similar low-interest, federally-backed loan program for the Bureau of Reclamation. Our work includes working with other communities and Members of Congress to pass legislation creating the authority for the new program. Once authorized, the program would provide opportunities for non-Federal sponsors to gain access to low-cost, long-term financing similar to that under WIFIA. The financing would be available to support a wide variety of water supply-related projects, including groundwater and surface water storage projects and water reuse. The loan program enhances existing grant programs under the Bureau of Reclamation's WaterSMART program and creates an additional funding resource for communities in the west to fund water resource projects.

Outreach Strategy

In general, TFG will apply the work plan strategies previously outlined in this proposal to address each of these projects. TFG will leverage its existing relationships on Capitol Hill, within the federal agencies, and with other national- and state-level organizations to secure resources for Inyo County. In doing so, TFG staff will schedule introductory and follow-up meetings with the offices of Sen. Diane Feinstein (D-CA), Sen. Kamala Harris (D-

CA), Rep. Paul Cook (R-CA-08), as well as officials and staff from targeted federal agencies. Information gleaned from these meetings will be used to strengthen advocacy initiatives and build political support. For the Final Mile project, TFG will work with the County to identify community leaders from local anchor institutions (CAIs), businesses, government, and other stakeholder groups to effectively advocate as a “coalition” for “final-mile” funding at both the federal and state level. In coordination with the coalition, TFG staff will create “talking points”, draft Congressional letters, and media collateral (e.g, OpEds), as needed.

Information Required from the County

The County will provide or help facilitate the collection of the information that will help strengthen funding applications and proposals for each project. This information includes documentation that matching funds are available when needed for certain federal or state loan, loan guarantees, or grant programs; lists of potential local and regional supporters of the projects such as business and neighboring public agencies; public rights-of-way, zoning regulations, and related information as needed; and any other historical documents that help support the County’s requests to Congress and the federal agencies.

Ability to Contract and Exceptions

TFG has reviewed the County of Inyo Standard Contract #119 included in the RFP and finds no exceptions to the proposed terms. TFG can meet all requirements identified in Contract #119 including those outlining insurance needs as referenced in the supplemental email to the RFP provided by Mr. Carunchio.

References

TFG provides Inyo County with the following three references for which we have performed federal advocacy services.

- **Ms. Shari McCracken**
Chief Administrative Officer
County of Butte, CA
ADDRESS: 25 County Center Drive, Suite 200, Oroville, CA 95965
PHONE: (530) 552-3305
EMAIL: smccracken@buttecounty.net
Client since 2004.
- **Mr. Wade Horton**
County Administrative Officer
County of San Luis Obispo, CA
ADDRESS: 1055 Monterey Street D430, San Luis Obispo, CA 93408
PHONE: (805) 781-5011
EMAIL: whorton@co.slo.ca.us
Client since 2009.

- **Mr. Mark Wolinski**
Government Relations Administrator
City of Roseville, CA
ADDRESS: 311 Vernon Street, Roseville, CA 95678
PHONE: (916) 774-5179
EMAIL: mwolinski@roseville.ca.us
Client since 2001.

Compensation Proposal

TFG spends the time necessary – and typically much more – to bring success to our clients. Our retainer contract approach to professional fees provides budget stability for our clients and gives your lobbying team the freedom to concentrate on achieving measurable results rather than focusing on billable hours. As a retainer client, the County will always have at its disposal TFG’s diverse complement of staff experts in the full range of federal issues to help navigate this new and changing federal environment.

Fixed Fee:	\$8,000 per month for the duration of the three-year contract period outlined in the RFP.
Services Provided:	Assumes the equivalent of approximately 18 hours of partner-equivalent time per month. A full retainer contract also provides the County with access to all TFG staff and federal grant services.
Expenses:	Reimbursable expenses, including out-of-town travel (pre-approved by client), in-town travel (taxicab), long-distance telephone charges, facsimiles, document reproduction, overnight delivery and in-town courier services, would not exceed \$5,000 annually.

TFG stands ready to work closely with you to refine and tailor our retainer fee based on your needs. The figures included in this cost proposal depend on the final scope of services decided upon by the County.

Services for the City of Bishop Services

TFG understands the strong interplay between cities and counties, particularly those in rural areas. More often than not, rural cities and counties face the same issues, and success in addressing those issues is reliant on a coordinated and cohesive strategy. For this reason, TFG applauds the notion of Inyo County potentially combining forces with the City of Bishop to address mutual priorities and projects. More importantly, TFG can assist both the County and City in developing a unified federal platform to address not only regional needs, but individual priorities for the County and City. In fact, TFG has a history of joint contracts for communities in rural areas, and they remain some of our most successful clients.

While each of our contracts is set up independently, when two entities combine as a regional effort, we typically provide a discount to our normal retainer fees and enter in to one contract. TFG proposes to do the same in the event the City of Bishop elects to partner with Inyo County on advocacy efforts. Under this scenario, our work plan and scope of services would remain the same. The only difference, is that we would

be establishing a set of regional priorities as well as detailing individual projects of importance to each partner. The approach to advocacy would be a combined effort, creating efficiencies and synergy for all parties.

Our proposed compensation under a regional partnership with the City of Bishop would change marginally with an estimated increase of approximately \$2,000 - \$3,000 per month. The combined compensation for the regional contract would then range between \$10,000 – \$11,000 per month with an anticipated equal split between the City and the County, or whatever arrangement works best between the City and County. A scenario like this would reduce the County's monthly fees by approximately \$2,000 - \$2,500, or about 25% - 30%, without the County experiencing any reduction in service. Contractually, the simplest format would be one contract between the County and TFG with a separate MOU or reimbursement agreement established between the City and the County. However, TFG is also not opposed to entering into two separate agreements, one with the County and one with the City, both at the discounted rate.

If selected to represent the County at the federal level, and the option of adding the City of Bishop to the County's advocacy efforts comes to fruition, TFG proposes all parties meet to discuss goals, priorities, and projects to determine the best path forward on a regional agenda and work plan. We pride ourselves on the flexibility of our working arrangements with clients and would put that flexibility to use for both the County and City.

COUNTY OF INYO
REQUEST FOR PROPOSALS



For
Federal Advocacy Services

Deadline for Submission:
June 11, 2018

Submit Proposals to:

County of Inyo
Office of the County Administrator
P.O. Box N / 224 N. Edwards Street
Independence, California 93526

I. OVERVIEW

The County of Inyo invites proposals from qualified individuals and firms to provide the County with long-term **Federal Advocacy Services** focused, primarily, on securing federal funding and grants for an array of public works and economic development projects the County is planning or may pursue in the future. However, from time-to-time, due to federal land tenure patterns described below, the **Federal Advocacy Services** required by the County may extend to policy and regulatory matters.

To provide the County with an opportunity to meet its objective of being able to consider entering into a contract for **Federal Advocacy Services** with an individual or firm deemed responsive to its needs prior to the end of the County's fiscal year on June 30, 2018, the deadline for receipt of proposals is 5 p.m. June 11, 2018. Similarly, if responses to this Request For Proposals indeed result in the County identifying, in its sole discretion, an individual or firm deemed responsive to the County's needs and with whom a proposed contract can be successfully negotiated, staff anticipates requesting the Inyo County Board of Supervisors to consider approving the contract at its meeting on June 26, 2018.

The County desires that any agreement resulting from this Request For Proposals establish a long-term relationship with the selected respondent. Accordingly, unless otherwise proposed in responses submitted and agreed to in the resulting contract, the County expects the term of the contract will be for a minimum of 36 months (June 26, 2018 through June 30, 2021, contingent on the approval of future County Budgets and the County, in its sole discretion, annually electing to continue the agreement for another 12 months). At the conclusion of the initial 36-month term, the contract will provide the County and Contractor the option to extend the contract for another five years on terms mutually agreed upon subject to approval by the Inyo County Board of Supervisors.

Finally, although not a requirement to be considered for the provision of **Federal Advocacy Services** to the County of Inyo, and certainly not expected to be made effective by or prior to June 26, 2018, respondents to this Request For Proposals are invited to consider submitting proposals that identify how their proposal, and any resulting contract, might be modified to provide similar **Federal Advocacy Services** to the City of Bishop, subject to separate consideration and approval by the City of Bishop City Council. The City of Bishop is the only incorporated city in Inyo County, and encompasses an area of 1.9 square miles; boasts a population of approximately 3,832 people; and operates on an annual budget of over \$7 million. Ideally, respondents contemplating a proposal that provides for this option will submit a response whereby a portion of the scope of services proposed to be provided exclusively to the County for an agreed upon fee structure can subsequently be allocated to the City, upon agreement by the Bishop City Council and Inyo Board of Supervisors, with the City paying the County a prorated share of the contract costs. In providing for this option, the County is admittedly seeking to leverage the effort associated with its issuing this Request For Proposals, and the economies of scale associated with any resulting contract, to create a possible "two-for-one" arrangement that

could allow the County of Inyo and the City of Bishop to share in the fixed-costs for **Federal Advocacy Services** while allowing each entity the ability to receive these services acting independently or in concert.

Alternately, respondents inclined to submit a proposal that includes the optional component for providing similar services to the City of Bishop, may choose to structure this part of their response as a separate scope of work with separate fee schedule to be agreed upon between the respondent and City of Bishop, by separate contract. However, respondents embarking on this approach must, in their proposal, clearly demonstrate the cost-benefit of the *two separate contracts* arrangement to **both** the County and the City to receive any consideration in the application of the scoring criteria identified below.

II. ABOUT INYO COUNTY

Inyo County, California, was organized in 1866 from land set aside from Mono and Tulare counties. The County was originally named Coso County, and the town of Independence is designated as the County seat. The County is characterized as rural and frontier, and is located in the central-eastern part of the state. Comprised of more than 10,142 square miles, Inyo County is geographically the second largest county in California, and the ninth largest county in the continental United States.

Inyo County features an unparalleled variety of natural wonders and stunning vistas, recreational opportunities, cultural amenities, and rich native, pioneer, mining, water, and movie making histories. The County is home to Death Valley National Park, and surrounded by the 1.9 million-acre Inyo National Forest. The County boasts the lowest point in the Western Hemisphere, Death Valley's Badwater, at a depth of 282 feet below sea level; and, Mount Whitney, the highest peak in the Lower 48 states, towering at an elevation of 14,505 feet; as well as the oldest living things on Earth in the Ancient Bristlecone Pine Forest.

According to census information, the population of Inyo County in 2016 was estimated to be 18,326 (a decrease of about 1% over the 2000 census). The census also reports a median household income of \$47,000, or 26% below that of the California median, and a median value of owner-occupied homes of \$184,700, or 55% below that of the California median. Census data indicates 7,973 Inyo County households in 2016.



While its vast size and low population translates to a population density of less than 2 people per square mile, the majority of Inyo County's population, 85%, resides in the Owens Valley which runs north and south through most of the western part of the County. While the County seat is located in Independence, located in about the middle of the Owens Valley, the County's population center is approximately 45 miles to the north in Bishop, California. The greater Bishop area has a population of approximately 12,000.

As noted above, the City of Bishop is the only incorporated city in the County of Inyo, and has a population of 3,832. The County is home to five federally-recognized Indian tribes, as well as most of the land associated with China Lake Naval Weapons Station which has its headquarters to the south in Ridgecrest, in Kern County.

In spite of its size, only 1.7% of the land in Inyo County is privately owned. This limits the County's economic output and means for economic growth. The County's largest economic drivers are tourism and hospitality, government services, and agriculture. (A U.S. Locations And Resources Report recently prepared for the County by the Department of Commerce's SelectUSA Program is included with this Request For Proposals as Attachment A and provides additional economic data for Inyo County.) This land tenure pattern, described in more detail below, also results in low tax revenue which, in turn, limits the funds available to the County to provide basic public services or undertake critical infrastructure projects.

Public lands managed by the Federal Government account for 92% of the County's land mass, 67% of which has been federally-designated as wilderness. Over 100 years ago, the City of Los Angeles acquired most of the land (and water rights) in the Owens Valley, and the City – through its Department of Water and Power – controls 3.9% of the land in Inyo County. Los Angeles owns 85% of the land in the Owens Valley, and this figure rises to 98% of the land in and around Owens Valley communities; making growth almost impossible. The State of California owns the remaining 2.4% of land in the County.

The Fiscal Year 2017-2018 County Budget is approximately \$98 million dollars, with almost \$60 million residing in the General Fund.

The County currently sends a delegation comprised of members of the Board of Supervisors and the County Administrator to Washington, D.C. two to three times a year, and has developed good working relationships with congressional representatives and their staff, as well as various agency officials and staff – most notably in the Commerce and Interior departments. Until recently, the County has typically adopted an annual Legislative Platform in January. However the Board of Supervisors' last update of the Legislative Platform occurred in 2014, and it is included as Attachment B to this Request For Proposals. Staff intends to bring an updated Legislative Platform forward for consideration by the Board of Supervisors once the process for selecting a Federal Advocacy Services consultant is completed.

Limited regional commercial air service is currently provided at Mammoth Yosemite Airport, located about 40 miles north of Bishop in Mono County. However, the larger Bishop Airport – a former military airport with three runways – is poised to obtain Part 139 Certification and begin providing more robust commercial air service to the region. The County has and expects to continue benefitting from Federal Aviation Administration discretionary funds for airport improvements. And, Mammoth Resorts has recently expressed its intent to begin directing its commercial air service subsidies to the Bishop Airport.

Digital 395, a publicly-funded, 583-mile, fiber optic “middle mile” project running in parallel with US Highway 395 from Carson City, Nevada, to Barstow, California, provides the Owens Valley with world-class technology infrastructure. The \$109 million project was funded with an

ARRA grant of \$82,263,000 and \$26,837,000 in CASF funds from the California Public Utilities Commission. However, the same market forces (e.g., low population density) that required Digital 395 to be built without private sector investment continue to limit private-sector investment in building-out the “final mile” necessary for communities to begin realizing the benefits of the state-of-the art digital infrastructure.

Increasing commercial air service to the Eastern Sierra and completing the final mile of the Digital 395 fiber optic network are critical elements in efforts to diversify and grow the Inyo economy.

III. CURRENT FUNDING NEEDS

Inyo County’s vast geography is exceeded only by its aspirations and potential opportunities. The infrastructure needs and economic development initiatives identified below are in various stages of development and provide a representative sample of some of the funding needs the County hopes to address by working with a consultant to provide effective **Federal Advocacy Services**. The County’s funding priorities will continue to evolve and be refined based on timing, need, and Board of Supervisors approval.

Water Systems. The County operates three water systems serving the communities of Laws, Independence, and Lone Pine; all in need of critical capital improvements. Water service to the town of Independence is currently provided by a temporary transmission main. The cost of replacing just the Independence transmission main is \$600,000, and replacing the Lone Pine transmission main is estimated as costing \$3,000,000. Beyond these specific critical projects, large portions of the Lone Pine, Independence, and Laws water systems have a substantial amount of deferred maintenance/replacement work that need to be completed.

Additionally, several community water systems operated by other entities do not meet clean drinking water standards. For example, in Tecopa – located in the southeastern part of the County – residents and visitors have to obtain filtered drinking water from a vending machine.

Final Mile Fiber Optics. The 21st Century Obsidian Project, described more fully in Attachment C, is a County initiative to create a public-private partnership resulting in a publicly-owned, open access, fiber-to-the-premises network for the greater Owens Valley. The County is currently negotiating a design-build-operate contract with the developer of the Digital 395 Project. The cost of the Project, including providing fiber to every premises in the City of Bishop and on four Indian reservations, is \$44 million.

Cellular Communications Towers. Cellular communications along the 395 corridor in the Owens Valley and, as can be imagined given Inyo’s topography, throughout the County are spotty. In part, this is due to land tenure patterns and various bureaucracies’ limiting locations that private entities can easily acquire or lease. This impacts public safety and quality of life, and limits economic development opportunities. To remedy the situation, the County has commissioned a cellular tower mapping project to identify the optimum locations throughout the Owens Valley for next generation cellular infrastructure. The County believes that, as a

government agency, it may have an easier time acquiring better sites for cellular transmission towers and, once these sites are identified and acquired, the County will require funding to develop the tower sites. Inyo County is open to pursuing this infrastructure need as a publicly-owned open access network, or as a limited public-private partnership.

Lone Pine Town Street Rehabilitation & Reconstruction Project. The County is seeking over \$3,000,000 to rehabilitate and reconstruct 2.75 miles of streets in Lone Pine, including adding bike lanes.

NEPA for Federal Easements for County Roads. Ongoing ambiguity over the status of County-maintained roads on federal lands, most notably lands managed by the Forest Service, have led the County and Forest Service to identify the need for a comprehensive NEPA process that would evaluate these roads for the purposes of granting the County long-term or permanent easements for these routes.

Other Surface Transportation Needs. Like most jurisdictions, Inyo County has a tremendous backlog of road and bridge maintenance work that needs to be addressed to maintain the integrity of this infrastructure. This includes several mountain routes to trailheads and recreation facilities in Inyo National Forest. It also includes plans to expand the system of bicycle routes throughout the region, and dreams of restoring runs of narrow gauge railroad tracks.

Historic Mount Whitney Fish Hatchery. Deeded by the community to the State of California to raise Golden Trout over 100 years ago, the California Department of Fish & Wildlife has discontinued use of this facility, which includes an architecturally-iconic hatchery building, 40 acres of grounds, and water rights. The County has been in discussions with the State to acquire the property, but uncertainties regarding the status of soil contamination following the removal of underground storage tanks years ago has slowed progress to transfer the facility. The State is worried about exposing itself to possible liability by waking the proverbial sleeping dog, and if the County assumes ownership, it will need to be prepared to address at this time open-ended (albeit perceived to be limited) on-site remediation. In addition to funds for potential clean-up, if the County proceeds with acquiring the property, it will seek funding for an economic reuse plan and implementing its results.

Other Economic Development Initiatives. In the past year, the County has undertaken several economic development studies/analyses that, in addition to encompassing some of the projects identified above, are expected to provide sign-posts to inform an overarching economic diversification and enhancement strategy for which the County will seek funding to implement.

IV. MINIMUM SCOPE OF WORK

In requesting and evaluating proposals for **Federal Advocacy Services**, the County of Inyo intends to rely on the expertise of the respondents, as experienced professionals, to recommend and demonstrate the most advantageous and cost-effective means of assisting the County in (1) identifying, prioritizing, pursuing and obtaining federal funding for a myriad of public works and economic development projects the County has identified, or may identify in the future, as

necessary and/or desirable; and, (2) to informing and advocating for the County's Legislative Platform as well as specific legislative and regulatory initiatives.

At a minimum, the Consultant selected to provide **Federal Advocacy Services** will be expected to agree to, and successfully implement the following Scope of Work. In preparing proposals, respondents are encouraged to identify efforts and activities they will agree to undertake in addition to this minimum Scope of Work:

1. **Funding Priorities.** On an annual basis, work with the County to understand and analyze its funding needs for public works and economic development projects and initiatives, as well as ongoing and enhanced delivery of public services, that results in prioritizing the County's key funding needs in a manner that best aligns with federal budget opportunities.
2. **Legislative Platform.** Review and provide input to inform the County's development of its annual Legislative Platform. Work with the County to identify and remain cognizant of the highest federal legislative priorities of the Inyo County Board of Supervisors. Monitor and provide information to the County about federal legislative issues related to its Legislative Platform and, particularly the Board of Supervisors' top legislative priorities. Communicate County interests to, and receive feedback from, elected and appointed officials. Areas that may be covered by advocacy services include but are not limited to: transportation and transit, agriculture, economic development, health and human services, homeland security, housing, environmental protection, energy and water resources.
3. **Identification and pursuit of funding opportunities.** Once funding priorities have been established, continuously monitor and identify likely funding sources. Assist the County in effectively pursuing, preparing and obtaining federal funding and grants.
4. **Preparation of effective briefing materials.** Once funding and legislative priorities have been identified, work with the County to develop specific briefing papers or other materials for high-priority items and an agenda for all other items. These briefing papers will be used to educate and win support for funding and legislative/regulatory priorities from key federal agency staff and appointees and legislators.
5. **Meetings with key federal officials.** As requested or recommended, organize meetings in Washington, D.C. for County officials with members of Congress and staff of the Washington delegation, key Administration officials, staff from the federal agencies, as well as other relevant Congressional committee members and staff. The visits will support the County's federal funding, legislative, and policy initiatives. When appropriate, also organize meetings with county officials and federal congressional and federal agency offices in California.
6. **Maintain visibility of County funding needs and legislative issues.** Conduct frequent follow-up meetings and contacts with the County's congressional delegation, key staff for the House and Senate leadership and committees, and staff and officials from relevant

federal agencies in order to ensure that the County's issues and requests remain a high priority.

7. **Coalition-building services.** Facilitate the identification and building of strategic relationships between the County and the National Association of Counties, as well as other associations, organizations, and entities that will assist the County in achieving its funding and legislative priorities.
8. **Monthly written statements of work.** At a minimum, provide monthly written updates to the County's contract manager detailing the activities undertaken during the previous month on behalf of the County of Inyo, and reporting on the status of funding and legislative priorities.
9. **Regular phone calls and briefings to the County.** At least monthly, and more often during critical times in the legislative and funding processes, conduct phone briefings with County staff and officials to report on projects and initiatives that are underway.
10. **Availability.** Maintain phone and email contact with County representatives to provide information on emerging issues and to field inquiries from County Supervisors and executive staff.
11. **In-person visits.** Make in-person visits to Inyo County throughout the year to discuss the County's federal strategy, including: briefing staff and the Board of Supervisors on funding and legislative priorities, and facilitating visits, tours, briefings, and press events involving members of the congressional delegation and staff.
12. **Annual Report.** Annually, and at least 30 days prior to the time by which the County must decide whether to continue its engagement for **Federal Advocacy Services**, provide an annual report reviewing accomplishments and recommending possible changes in priorities or the process, including to this Scope of Work, in the future.

V. PROPOSAL (SUBMITTAL) REQUIREMENTS

The response (submittal) to this Request For Proposals must, at a minimum, contain the following sections:

1. **Cover Letter.** A cover letter introducing the individual's or firm's interest in this project, and including the legal name, address, email, telephone and fax numbers of the individual or firm, signed by the person delegated to legally bind the individual or firm to the proposal.
2. **Recent Engagements.** Describe the individual's or firm's client engagements within the past five years performing similar work involving federal lobbying and funding efforts. Additionally, respondents must disclose any work ever performed by the individual or firm on behalf of the City of Los Angeles or the City of Los Angeles Department of Water and Power.

3. **Key Personnel.** Identify specifically the key personnel who will be assigned to work with the County of Inyo, and describe the work they will perform on behalf of the County. Submit biographies and pertinent experience of the key personnel proposed to perform the work.
4. **Work Plan.** Provide a work plan that demonstrates the respondent's understanding of the County's requirements and needs, and the respondent's ability to successfully accomplish the Scope of Work identified in Section IV, as well as any additional services the respondent may want to propose for consideration. The work plan should clearly delineate the services the County will receive for the compensation proposed.

With regard to the work plan's relation to the specific minimum components of the Scope of Work described in Section IV, the work plan must, at the very least:

- a) Identify the respondent's recommended process for determining, and intervals for updating, the County's funding and legislative priorities.
- b) Quantify any limits on the number of funding priorities, and limits on the number of legislative priorities, and time dedicated thereto the individual or firm will pursue on behalf of the County of Inyo in any given year (or other specified timeframe) corresponding to the fixed fee identified in the respondent's compensation proposal. Identify the means, and any cost associated with switching or adding to funding and legislative priorities during the year (or other specified timeframe).
- c) Describe the level and nature of work that will be performed by the responding individual or firm, and that which is expected to be performed by the County, in preparing briefing materials, funding requests and grant applications for the fixed fee specified in the respondent's compensation proposal. Identify and clearly distinguish additional preparatory services the respondent can provide for an additional fee.
- d) Detail how, and the frequency with which the individual or firm will ensure the County's funding and legislative priorities remain effectively visible to key federal officials.
- e) Suggest, based on initial knowledge of Inyo County and its funding and legislative priorities, which immediately-obvious coalitions and relationships the respondent would recommend the County pursue, and the assistance the respondent will provide.
- f) Identify the maximum number of Washington, D.C. visits and meetings the respondent will coordinate, and the minimum number of in-County visits the respondent make for the fixed fee specified in the respondent's compensation proposal.

5. **Approach and Likelihood of Success.** Select any two of the illustrative County funding priorities identified in Section III and describe your approach for assisting the County in obtaining these funds, and the realistic likelihood of success. Identify possible sources of funding, information required from the County, information and services to be provided by the Consultant, steps in the process including communications and in-person meetings between the County and Consultant, and the County, Consultant and federal officials, and reasonable measures of success.
6. **Ability to Contract and Exceptions.** This Request For Proposals, and the submittal presented by the respondent with whom the County may choose to contract as the result of this process, will be incorporated into the agreement submitted to the Inyo County Board of Supervisors for approval. The respondent must provide a statement as to the individual's or firm's ability and willingness to enter into County of Inyo Standard Contract #119, and note any exceptions. A sample of Standard Contract #119 is attached as Exhibit I, which may be modified to incorporate provisions described in this RFP or the resulting negotiation of proposals. Only those exceptions to Standard Contract #119 identified in the respondent's proposal will be considered during the negotiation process.

Alternately, if an individual or firm prefers to use its own contract form, the contract must be included in the respondent's proposal and the County reserves the rights to negotiate its own exceptions to the contract.

This section should also be used for the respondent to summarize any exception(s) to the Scope of Work (Section IV).

7. **References.** Submit a minimum of three client references (preferably rural counties in California or the West), with contact names and their phone numbers and e-mail addresses, where similar services have been provided, and identify the duration of the relationship.
8. **Compensation Proposal.** The proposal must clearly and simply identify the monthly flat fee the individual or firm will charge the County for the services identified in the Scope of Work and corresponding Work Plan, including any quantification of minimum and maximum levels of service and engagement identified in the Work Plan (see 4a-4f above), during the first 36-month term of the contract. Clearly identify any separate expenses to be negotiated, and the cost for any additional services that may be requested by the County or proposed by the respondent.
9. **Services for the City of Bishop Services (Optional).** As noted in the Overview Section above, respondents to this Request For Proposals are invited to indicate their willingness to provide similar or shared **Federal Advocacy Services** to the City of Bishop if, at a later date, the City of Bishop City Council elects to avail the City of such services. Although optional, respondents choosing to submit this optional proposal will be eligible to receive up to five (5) bonus points as described in the Evaluation Criteria Section below.

Respondents electing to provide this optional proposal for providing **Federal Advocacy Services** for the City of Bishop working in concert with or independently of the County of Inyo should either:

- a) Describe how the services specified in the Scope of Work and corresponding Work Plan for the County of Inyo exclusively could subsequently be allocated between the County and the City for the same cost specified in the respondent's Compensation Plan. Under this scenario, the services would be provided under the County's contract with the Consultant, and the City would reimburse the County for its share of the services to which it has access.

OR

- b) Propose a separate Work Plan and Compensation Plan to be implemented through a separate contract with the City of Bishop, AND showing how both the City and County will benefit – save money and receive more services than would otherwise be possible – through this approach. Failure to clearly demonstrate the cost-benefit to the County from this approach will result in zero bonus points being awarded through the application of the Evaluation Criteria.

[Continued Next Page]

VI. SUBMISSION OF PROPOSALS / DEADLINE

The deadline for receipt of proposals is 5 p.m. June 11, 2018. Submissions must be hard copies and include one (1) unbound original and three (3) copies and be sent to:

County of Inyo
Office of the County Administrator – Federal Advocacy Services RFP
P.O. Drawer N / 224 N. Edwards Street
Independence, CA 93526

Note: The U.S. Post Office will only deliver mail addressed to the P.O. Drawer, not the street address. Postmarks will not be accepted. Facsimile and electronic copies will not be accepted.

Submittals received in response to this solicitation become County property and are subject to public disclosure. Proposals will not be returned to the respondents, and any information a respondent desires to be kept confidential should be excluded from any proposal.

[Continued Next Page]

VII. EVALUATION CRITERIA

All proposals received by the submittal deadline will be evaluated and scored by an evaluation committee comprised of County representatives using the following criteria:

Criteria	Scoring Points Possible
Completeness. Was the proposal submitted on time, in triplicate, and does it include the required components identified in Section V. PROPOSAL (SUBMITTAL) REQUIREMENTS above?	Pass/Fail
Clarity. Is the proposal presented in a manner that is easy to understand and clearly articulates the services that will be provided for the compensation sought; allowing the evaluation committee to easily assess the overall value to the County?	10
Value of Funding Advocacy. How does proposed level of advocacy for funding priorities (quantity, thoroughness, and completeness) compare to the cost of the compensation being sought?	40
Value of Legislative Advocacy. How does proposed level of advocacy for legislative priorities (quantity, thoroughness, and completeness) compare to the cost of the compensation being sought?	15
Quality of Proposed Work Plan. Is the proposed work plan feasible and thorough and demonstrate the proposer’s reasonable understanding of the County’s needs and challenges? Does the work plan represent an exceptional value to the County; including the number of in-County and Washington, D.C. visits proposed for the base fee?	20
Experience. Does the experience of the individual or firm, and key personnel, indicate the ability to successfully accomplish the Scope of Work? Do references support this conclusion?	10
Ability to Contract. Do any exceptions to the County’s proposed contract, or the contract proposed by the respondent, reduce the likelihood of being able to successfully negotiate an agreement?	5
MAXIMUM POSSIBLE SCORE	100
BONUS POINTS	
City of Bishop Option. If the proposer has included an option for also providing Federal Advocacy Services to the City of Bishop pursuant to Section V. Paragraph 9. Services for the City of Bishop Services (Optional) above, does this optional proposal clearly demonstrate an added value to the County of Inyo and the City of Bishop?	5
<p>Note: The County is providing for this option as a courtesy to the City of Bishop and does not warrant the City of Bishop will ultimately avail themselves of any proposed services. That decision will be made, if it is made, in the sole discretion of the City of Bishop and Bishop City Council, and occur after the selected Consultant enters into its contract with the County of Inyo.</p>	

VIII. EVALUATION PROCESS

A review committee comprised of County representatives will evaluate all submitted proposals. The evaluation will be based solely on the information conveyed in the proposal, including information gleaned from client references provided by the respondent.

Proposals (submittals) will be scored and ranked by the evaluation committee based on the Evaluation Criteria set forth above and an overall assessment of “best value” to the County. For purposes of ranking proposals, the total score that each proposal receives from each member of the review committee will be totaled to arrive at an aggregate score for each proposal. If the review committee is comprised of five (5) or more reviewers, the highest and lowest score assigned to each proposal will be excluded from the aggregate score.

The evaluation committee may, in its discretion, request oral presentations/interviews with all proposing firms/individuals or with the highest-ranked firms/individuals only, and/or may request the presentation of revised proposals from the highest-ranked firms/individuals (“short-list”), followed by an evaluation and ranking of the revised proposals.

The County reserves the right to proceed directly to negotiations with the highest-ranked firm/individual immediately following the initial presentation and evaluation of proposals, and negotiate with multiple respondents. All contracts over \$10,000 are subject to approval by the Inyo County Board of Supervisors. Inyo County reserves the right to reject all proposals received in response to this Request For Proposals. The County also reserves the right to waive variations from the specifications that do not render a proposal non-conforming, and the County retains the right to disregard non-conformities, non-responsive proposals or conditional proposals if in the best interest of the County.

Successful negotiations with the highest-ranked respondent will result in a professional services contract with a detailed scope of work, and including this Request For Proposals and the respondent’s submittal, being presented for consideration by the Board of Supervisors. See County of Inyo Standard Contract #119. If the County is unable to negotiate a satisfactory contract with the highest-ranked individual/firm, the next highest-ranked individual/firm may be contacted for contract negotiation. This method will continue until a contract is successfully negotiated or until all proposals are rejected, in the best interests of the County.

[Continued Next Page]

IX. CONTRACT TERM

Unless otherwise negotiated, the County expects the term of the contract will be for a minimum of 36 months (June 26, 2018 through June 30, 2021, contingent on the approval of future County Budgets and the County, in its sole discretion, annually electing to continue the agreement for another 12 months). At the conclusion of the initial 36-month term, the contract will provide the County and Contractor the option to extend the contract for another five years on terms mutually agreed upon subject to approval by the Inyo County Board of Supervisors.

X. RFP QUESTIONS & INQUIRIES

Any inquiries regarding this solicitation must be made in writing in the form of an e-mail, addressed to Kevin Carunchio, County Administrator, at kcarunchio@inyocounty.us, with "FEDERAL ADVOCACY SERVICES RFP QUESTION" in the subject line. At its sole discretion, the County may respond to inquiries made in this manner and received no later than 5 p.m. on Thursday, June 7, 2018.

Any County responses to inquiries regarding this RFP will be simultaneously emailed to all potential respondents who, as of the time of the County's specific response, have been included on a Notification List. To be placed on the Notification List and receive responses to inquiries the County may issue, or be notified of changes to this RFP, interested parties must notify Mr. Carunchio, via email with "FEDERAL ADVOCACY SERVICES RFP NOTIFICATION LIST" in the subject line, no later than 5 p.m. on Friday, June 1, 2018. Receipt of the request will be confirmed via e-mail as soon as possible. Interested parties not receiving e-mail confirmation of their request to be placed on the Notification List should contact Mr. Carunchio at (760) 878-0292 to ensure their request has been received.

XI. FEDERAL SUSPENSION AND DEBARMENT CERTIFICATION

Federal Executive Order 12549 prohibits federal, state and local public agencies receiving grant funding from contracting with individuals, organizations, or companies who have been excluded from participating in federal contracts or grants.

The purpose of this certification is for the contractor/vendor to advise the County of Inyo, in writing, of any current Federal Suspension and Debarment.

Debarment Certification. By signing and submitting a response to this competitive solicitation, I certify that this firm and its principals are not currently suspended or debarred by any Federal Department or Agency from participating in Federal Funded Contracts.

###

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND THE FERGUSON GROUP, LLC
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES**

TERM:

FROM: July 1, 2018 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.



County of Inyo



County Administrator - Purchasing

CONSENT - ACTION REQUIRED

MEETING: May 25, 2021

FROM: Denelle Carrington

SUBJECT: Award of Bid No. 2021-07 - Print Bid

RECOMMENDED ACTION:

Request Board award Bid No. 2021-07 - Print Bid to The Hanigan Company, Inc. and authorize purchase orders to be approved for various County Departments to order printing from this bid for Fiscal Year 2021-2022, Fiscal Year 2022-2023, Fiscal Year 2023-2024 with the option to extend the bid for an additional two fiscal years.

SUMMARY/JUSTIFICATION:

The items on this bid consist of letterhead, forms, envelopes, business cards, etc., that the departments anticipate needing each fiscal year. Bid Packets were mailed and the bid was advertised. Following is a recap of the bids (please note that listed amounts do not include sales tax):

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

The bid specified that it would be awarded to the Successful Bidder for three years with an option to extend for two more years after that. It is recommended that The Hanigan Company be awarded the bid.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to award this bid, however this is not advised, as the Purchasing Department sent out the bid through the competitive process and has obtained the best prices available at this time.

OTHER AGENCY INVOLVEMENT:

All County Departments

FINANCING:

County Departments are expected to include the cost for printing needs in their budgets each Fiscal Year.

ATTACHMENTS:

APPROVALS:

Denelle Carrington
Darcy Ellis
Denelle Carrington
Marshall Rudolph
Amy Shepherd

Created/Initiated - 5/19/2021
Approved - 5/19/2021
Approved - 5/19/2021
Approved - 5/20/2021
Final Approval - 5/20/2021



County of Inyo



County Administrator - Recycling & Waste Management

CONSENT - ACTION REQUIRED

MEETING: May 25, 2021

FROM: Leslie Chapman

SUBJECT: Approve contract between the County of Inyo and Waste Management of California, Inc for waste hauling services

RECOMMENDED ACTION:

Request Board approve the contract with Waste Management of California, Inc. for waste hauling services from the community of Homewood Canyon, in an amount not to exceed \$66,765.02 for the period of July 1, 2021 through June 30, 2024, subject to the Board's adoption of future County budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Waste Management of California, Inc was the only bidder for the solid waste hauling and transfer services in Homewood Canyon. Waste Management of California, Inc will place a total of seven (7) trash dumpsters, one (1) 15 cubic yard enclosed commingled recycling roll off container and (1) 30 cubic yard roll off picked up quarterly for green waste at the Homewood Canyon Transfer Station and transport the waste to the Ridgecrest Landfill in Kern County.

The service contract, if approved would be scheduled for a three-year term. The annual cost of providing the trash services as outlined in the Scope of Work in the attached contract, with a not to exceed amount of \$66,765.02.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not implement this Contract and not place bins in the community of Homewood Canyon; however, this would require the residents to transport their waste to the Ridgecrest landfill.

OTHER AGENCY INVOLVEMENT:

Auditor, County Counsel

FINANCING:

These services will be budgeted in the Solid Waste Budget 045700, Object Code 5265, Professional Services.

ATTACHMENTS:

1. Waste Management of California, Inc. Contract

APPROVALS:

Teresa Elliott	Created/Initiated - 4/30/2021
Darcy Ellis	Approved - 4/30/2021
Teresa Elliott	Approved - 5/4/2021
Marshall Rudolph	Approved - 5/4/2021
Amy Shepherd	Approved - 5/4/2021
Leslie Chapman	Final Approval - 5/10/2021

AGREEMENT BETWEEN COUNTY OF INYO

AND WASTE MANAGEMENT OF CALIFORNIA, INC
FOR THE PROVISION OF WASTE HAULING HOMEWOOD CANYON **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the WASTE HAULING services of WASTE MANAGEMENT OF CALIFORNIA, INC of SUN VALLEY, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from July 1, 2021 to June 30, 2024 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 SIXTY SIX THOUSAND SEVEN HUNDRED SIXTY FIVE AND 02/100 Dollars

(\$ 66,765.02) (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>Recycling and Waste Management</u>	Department
<u>1360 N Main St</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor:	
<u>Waste Management of California, Inc</u>	Name
<u>9081 Tujunga Ave</u>	Address
<u>Sun Valley, CA 91352</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 WASTE MANAGEMENT OF CALIFORNIA, INC**
FOR THE PROVISION OF WASTE HAULING HOMEWOOD CANYON SERVICES

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

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND WASTE MANAGEMENT OF CALIFORNIA, INC
FOR THE PROVISION OF WASTE HAULING HOMEWOOD CANYON SERVICES**

TERM:

FROM: July 1, 2021 **TO:** June 30, 2024

SCOPE OF WORK:

Provide once per week pick-up of seven(7)-three (3) cubic yard containers for solid waste located in Homewood Canyon Transfer Station and transport waste to the Ridgecrest Landfill in Kern County. All permits and fees required by the State of California are the responsibility of the waste hauler.

Provide once per quarter pick-up of one (1) -15 cubic yard comimingled recycling roll off container for recycling material including, but not limited to: plastic bottles and jars, unsoiled cardboard and paper, glass bottles, newspaper, empty metal food and beverage containers, and cans.

Contractor shall furnish, at Contractor's sole expense, all bins, vehicles and other equipment and supplies necessary to perform such services. The bins and equipment must be maintained in good working order and in sanitary condition.

In the event Contractor knows or reasonably believes that the refuse includes materials which are hazardous wastes or toxic materials in such amounts as may be transported or disposed of only pursuant to lawfully issued permits and/or licenses, Contractor shall promptly notify the Superintendent of Recycling & Waste Management for Inyo County and shall not transport such materials.

Pursuant to section 2021.1(a) of the Diesel Particulate Matter Regulations, your company must be in compliance with all applicable air pollution control laws.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND WASTE MANAGEMENT OF CALIFORNIA, INC
FOR THE PROVISION OF WASTE HAULING HOMEWOOD CANYON **SERVICES****

TERM:

FROM: July 1, 2021 **TO:** June 30, 2024

SCHEDULE OF FEES:

County will pay contractor \$21,600.51 annually, for all work in Attachment A for the period from July 1, 2021 through June 30, 2024. Not to exceed \$66,765.02 for 3 fiscal years.

Annual increases on July 1st of each year will include a contract amount adjustment equal to the average percentage change in the published Consumer Price Index for All Urban Consumers (CPI-U) for All Items in Los Angeles-Long Beach-Anaheim, CA, Not Seasonally Adjusted, Series ID CUURS49ASA0, as published by the United States Department of Labor, Bureau of Labor Statistics, between the twelve months ending the December prior to the extension date, and that same period the prior year, provided that no increase shall exceed 3.0%.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND WASTE MANAGEMENT OF CALIFORNIA, INC
FOR THE PROVISION OF WASTE HAULING HOMEWOOD CANYON SERVICES**

TERM:

FROM: July 1, 2021 **TO:** June 30, 2024

SEE ATTACHED INSURANCE PROVISIONS



County of Inyo



County Administrator - Recycling & Waste Management

CONSENT - ACTION REQUIRED

MEETING: May 25, 2021

FROM: Leslie Chapman

SUBJECT: Contract Between the County of Inyo and Pahrump Valley Disposal, Inc. for Waste Hauling Services from the communities of Tecopa, Shoshone, Charleston View, Furnace Creek, and Death Valley Junction to Pahrump, Nevada Waste Disposal Facility.

RECOMMENDED ACTION:

Request Board approve the contract between the County of Inyo and Pahrump Valley Disposal of Pahrump, NV as a sole-source provider of waste hauling services from the communities of Tecopa, Shoshone, Charleston View, Furnace Creek, and Death Valley Junction to Pahrump, Nevada Waste Disposal Facility, in an amount not to exceed \$1,175,078.09 for the period of July 1, 2021 through June 30, 2026, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Pahrump Valley Disposal, Inc. is the only provider of solid waste hauling and transfer services in Tecopa, Death Valley Junction, Shoshone, Charleston View, and Furnace Creek and is the only waste hauler that currently holds the required permit to operate the service. Pahrump Valley Disposal, Inc. will place a total of thirty six (36) trash dumpsters, and four (4) recycling containers in the multiple communities and transport the waste to the Pahrump, Nevada landfill.

The service Contract, if approved would be scheduled for a five-year term. The annual cost of providing the trash services in all identified areas, as outlined in the Scope of Work in the attached Contract, will be \$221,331.33 for Fiscal Year 2021/2022, \$227,971.27 for Fiscal Year 2022/2023, \$234,810.41 for Fiscal Year 2023/2024, \$241,854.72 for Fiscal Year 2024/2025 and \$249,110.36 for Fiscal Year 2025/2026. The five (5) year not-to-exceed amount is \$1,175,078,.09.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not implement this Contract and not place bins in the communities of Tecopa, Shoshone, Charleston View, Furnace Creek, and Death Valley Junction; however, this would require the

residents to transport their waste to the Pahrump landfill.

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. Pahrump Valley Disposal Contract

APPROVALS:

Teresa Elliott	Created/Initiated - 4/30/2021
Darcy Ellis	Approved - 5/4/2021
Teresa Elliott	Approved - 5/11/2021
Marshall Rudolph	Approved - 5/11/2021
Amy Shepherd	Approved - 5/11/2021
Leslie Chapman	Final Approval - 5/11/2021

AGREEMENT BETWEEN COUNTY OF INYO
AND PAHRUMP VALLEY DISPOSAL
FOR THE PROVISION OF WASTE HAULING SERVICES IN PERMIT AREAS D & E SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the WASTE HAULING SERVICES services of PAHRUMP VALLEY DISPOSAL of PAHRUMP, NEVADA (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 CAP AUBREY, whose title is: Waste Management Superintendent. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

2. TERM.

The term of this Agreement shall be from JULY 1, 2021 to JUNE 30, 2026 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed ONE MILLION ONE HUNDRED SEVENTY FIVE THOUSAND SEVENTY EIGHT Dollars

(\$ 1,175,078.09) (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>Recycling Waste Management</u>	Department
<u>1360 N. Main St</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor:	
<u>Pahrump Valley Disposal</u>	Name
<u>P O Box 1268</u>	Address
<u>Pahrump, NV 89041</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 PAHRUMP VALLEY DISPOSAL
FOR THE PROVISION OF WASTE HAULING SERVICES IN PERMIT AREAS D & E **SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND PAHRUMP VALLEY DISPOSAL
FOR THE PROVISION OF WASTE HAULING SERVICES IN PERMIT AREAS D & E **SERVICES**

TERM:

FROM: July 1, 2021 **TO:** June 30, 2026

SCOPE OF WORK:

See Attached

July 1, 2021 – June 30, 2022
SCOPE OF WORK

Provide pick-up of waste bins (per schedule below) located in each community and transport the waste to the Pahrump, Nevada waste disposal facility. All permits and fees required by the State of Nevada are the responsibility of the waste hauler.

Proposals shall also include a Recycling Component containing detailed and specific information of what will be provided to the County of Inyo to participate in recycling (i.e. type and size of recycling container, materials to be accepted in the container).

Contractor shall furnish, at Contractor's sole expense, all bins, vehicles and other equipment and supplies necessary to perform such service. The bins and equipment must be maintained in good working order and in sanitary condition.

The winning proposer must be permitted to operate in Inyo County prior to commencement of the Scope of Work and contract term.

<u>Location</u>	<u>Bin Size</u>	<u>#of Bins/Frequency</u>
Shoshone	3-Yard	7 Weekly
Shoshone	15-Yard Covered Roll Off	1 Weekly
Shoshone	15-Yard Roll Off (Brush)	EO Week
Charleston View	6-Yard	5 Weekly
Shoshone	30-Yard Recycling Bin Capable of recycling Aluminum Cans, Tin/Metal & Foil, Plastics #1-2, Glass, Cardboard, Newspaper	EO Week

Proposal Total \$79,686.54 Annual Service/Once per Week Pick Up.

**July 1, 2021 – June 30, 2022
SCOPE OF WORK**

Provide once per week pick-up of waste bins located in the community and transport the waste to the Pahrump, Nevada waste disposal facility. All permits and fees required by the State of Nevada are the responsibility of the waste hauler.

Proposals shall also include a Recycling Component containing detailed and specific information of what will be provided to the County of Inyo to participate in recycling (i.e. type and size of recycling container, materials to be accepted in the container). Contractor shall furnish, at Contractor's sole expense, all bins, vehicles and other equipment and supplies necessary to perform such services. The bins and equipment must be maintained in good working order and in sanitary condition.

The winning proposer must be permitted to operate in Inyo County prior to commencement of the Scope of Work and contract term.

<u>Tecopa Locations</u>	<u>Bin Size</u>	<u># of Bins/Frequency</u>
Community Center	3-Yard	1 Weekly
Anderson/Downey	3-Yard (1)/6-Yard (1)	2 Weekly
Grimshaw/Downey	3-Yard	1 Weekly
Bonita/Bob White	3-Yard	1 Weekly
Tecopa Park Location	3-Yard (2)/6-Yard (1)	3 Weekly
Tecopa Park Location	15-Yard Roll-off (Brush)	1 EO week
	15-Yard covered roll-off	1 weekly
	30-Yard Recycling Bin	1 EO week
	<i>Capable of recycling</i>	
	<i>Aluminum Cans, Tin/Metal & Foil,</i>	
	<i>Plastics # 1-2, Glass, Cardboard, Newspaper</i>	

Proposal Total \$69,991.18 Annual Service/Once/EO Week Pick Up

**July 1, 2021 – June 30, 2022
SCOPE OF WORK**

Provide once per week pick-up of waste bins located in the community and transport the waste to the Pahrump, Nevada waste disposal facility. All permits and fees required by the State of Nevada are the responsibility of the waste hauler.

Bids shall also include a Recycling Component containing detailed and specific information of what will be provided to the County of Inyo to participate in recycling (i.e. type and size of recycling container, materials to be accepted in the container).

Contractor shall furnish, at Contractor's sole expense, all bins, vehicles and other equipment and supplies necessary to perform such services. The bins and equipment must be maintained in good working order and in sanitary condition.

The winning bidder must be permitted to operate in Inyo County prior to commencement of the Scope of Work and contract term.

<u>Location</u>	<u>Bin Size</u>	<u># of Bins/Frequency</u>
Death Valley Junction	3-Yard	1 Weekly
Death Valley Junction	2-yard Recycling Bin	1 Weekly
	<i>Capable of recycling Aluminum Cans, Tin/Metal & Foil, Plastics # 1 -2, Glass, Cardboard, Newspaper</i>	

Bid Total \$1,902.61 Annual Service/Once per Week Pick Up

**July 1, 2021 – June 30, 2022
SCOPE OF WORK**

Provide twice per week pick-up of waste bins located in the community and transport the waste to the Pahrump, Nevada waste disposal facility. All permits and fees required by the State of Nevada are the responsibility of the waste hauler.

Proposal shall also include a Recycling Component containing detailed and specific information of what will be provided to the County of Inyo to participate in recycling (i.e. type and size of recycling container, materials to be accepted in the container).

Contractor shall furnish, at Contractor's sole expense, all bins, vehicles and other equipment and supplies necessary to perform such services. The bins and equipment must be maintained in good working order and in sanitary condition.

The winning proposer must be permitted to operate in Inyo County prior to commencement of the Scope of Work and contract term.

<u>Location</u>	<u>Bin Size</u>	<u>#of Bins/Frequency</u>
Furnace Creek	3-Yard	20 2x week
	6-Yard Recycling Bin	EO week
	<i>Capable of recycling</i>	
	<i>Aluminum Cans, Tin/Metal & Foil,</i>	
	<i>Plastics # 1-2, Glass, Cardboard, Newspaper</i>	

Proposal Total \$69,751.00 Annual Service/ Twice Weekly Pick up

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND PAHRUMP VALLEY DISPOSAL
FOR THE PROVISION OF WASTE HAULING SERVICES IN PERMIT AREAS D & E SERVICES**

TERM:

FROM: JULY 1, 2021 **TO:** JUNE 30, 2026

SCHEDULE OF FEES:

Shoshone/Charleston View
FY 2021/2022 Annual Service/Weekly \$79,686.54

Tecopa
FY 2021/2022 Annual Service/Weekly \$69,991.18

Death Valley Junction
FY 2021/2022 Annual Service/Weekly \$ 1,902.61

Furnace Creek
FY 2021/2022 Annual Service/Weekly \$69,751.00

This contract includes an annual CPI adjustment to rates determined by the Garbage and Trash Collection Index as published by the Bureau of Labor Statistics at the end of the each calendar year using the annual average change for the previous year.

Not to exceed amount for FYs 2021-2026 is \$1,175,078.09

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND PAHRUMP VALLEY DISPOSAL
FOR THE PROVISION OF WASTE HAULING SERVICES IN PERMIT AREAS D & E SERVICES**

TERM:

FROM: July 1, 2021 **TO:** June 30, 2026

SEE ATTACHED INSURANCE PROVISIONS



County of Inyo



Health & Human Services - Behavioral Health

CONSENT - ACTION REQUIRED

MEETING: May 25, 2021

FROM: Lucy Vincent

SUBJECT: Approval of the contract between County of Inyo and Dr. Anne Goshgarian to serve as the Substance Use Disorder Medical Director

RECOMMENDED ACTION:

Request Board approve the contract between the County of Inyo and Dr. Anne Goshgarian of Bishop, CA to serve as the Health and Human Services Substance Use Disorder Medical Director in an amount not to exceed \$21,000 for the period of July 1, 2021 through June 30, 2022, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Beginning in November 2019, Inyo County allocated grant funding to contract with Dr. Anne Goshgarian to serve as the Inyo County Health and Human Services Substance Use Disorder (SUD) program Medical Director. Dr. Goshgarian has been heavily involved in the Northern Inyo Healthcare District (NIHD) Rural Health Clinic Medication Assisted Treatment (MAT) program for opioid use disorder. Our SUD program has benefitted greatly from Dr. Goshgarian's expertise and guidance. This contracted position has not only led to greater coordination between Inyo County's SUD program and the NIHD MAT program; it has also ensured SUD program compliance with State physician oversight requirements. We respectfully request permission to renew this contract.

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 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:

State grant funds. This contract will be paid out of the Health Budget (045100), object code Professional Services (5265) with MAT grant funds. No County General Funds.

ATTACHMENTS:

1. Dr. Goshgarian SUD Medical Director Contract FY21-22
2. Qualified Service Organization/Business Associate Agreement

APPROVALS:

Lucy Vincent	Created/Initiated - 5/5/2021
Darcy Ellis	Approved - 5/5/2021
Lucy Vincent	Approved - 5/6/2021
Marilyn Mann	Approved - 5/6/2021
Melissa Best-Baker	Approved - 5/13/2021
Marshall Rudolph	Approved - 5/13/2021
Amy Shepherd	Approved - 5/13/2021
Marilyn Mann	Final Approval - 5/13/2021

twenty one thousand Dollars and no
cents (\$21,000) (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. INSURANCE.

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

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 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.

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, 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.

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>1360 North Main Street</u>	Address
<u>Bishop, California 93514</u>	City and State

Contractor:	
<u>Dr. Anne Goshgarian</u>	Department
<u>428 Reina Road</u>	Address
<u>Bishop, California 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 DR. ANNE GOSHGARIAN
FOR THE PROVISION OF SUD MEDICAL DIRECTOR **SERVICES**

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: 
Signature

Anne Goshgarian, M.D., Inc.
Type or Print Name

Dated: 5/05/2021

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 DR. ANNE GOSHGARIAN
FOR THE PROVISION OF SUD MEDICAL DIRECTOR SERVICES**

TERM:

FROM: 7/1/2021 **TO:** 6/30/2022

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)).

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**

FROM: 7/1/2021 TO: 6/30/2022

SEE ATTACHED 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 the 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 July 1, 2021 (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 Treatment Center:

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 5th day of May, 2021 . _____

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: Gail Zwier, Ph.D.

By: 

Print Name: Gail Zwier, Ph.D.

Print Name: Anne Goshgarian, M.D., Inc

Title: HHS Deputy Director of Behavioral Health

Title: Physician

Date: 5-6-21

Date: 5/5/21



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: May 25, 2021

FROM: Sally Faircloth

SUBJECT: Request authorization to purchase Asphaltic Emulsion

RECOMMENDED ACTION:

Request Board: A) declare VSS Emultech of Bakersfield, CA the successful bidder for Asphaltic Emulsion per Bid RD21-04: and B) authorize the purchase of thirty-two (32) 280-gallon capacity totes of SS-1H Asphaltic Emulsion from VSS Emultech of Bakersfield, CA in an amount not to exceed \$54,081.70.

SUMMARY/JUSTIFICATION:

The Road Department solicited bids from suppliers for Asphaltic Emulsion in April 2021, for road paving and maintenance needs. Bids were opened on May 17th, 2021 and two bids were received:

VSS Emultech of Bakersfield, CA	\$54,081.70
Pavement Preservation Specialties	\$101,63.10

The Road Department has reviewed the bid for responsiveness is recommending your Board authorize the purchase of thirty-two (32) 280 gallon capacity totes of SS-1H Asphaltic Emulsion from VSS Emultech to be picked up at the material plant in Bakersfield. The total expense including tax is not to exceed \$54,081.70.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this purchase. This is not recommended as this product is needed for any asphalt work that the Road Department undertakes and having the option for will-call filling of totes will ensure that material needs are met when needed.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor

FINANCING:

The costs for Asphaltic Emulsion will be paid out of the Road Department Budget 034600, Object Code 5309 - Road Materials.

ATTACHMENTS:

1. RD21-04 Bid Tab
2. VSS Emultech Bid

APPROVALS:

Sally Faircloth	Created/Initiated - 5/19/2021
Darcy Ellis	Approved - 5/19/2021
Sally Faircloth	Approved - 5/19/2021
Trevor Taylor	Approved - 5/19/2021
Michael Errante	Approved - 5/19/2021
Breanne Nelums	Approved - 5/19/2021
Marshall Rudolph	Approved - 5/19/2021
Amy Shepherd	Approved - 5/19/2021
Michael Errante	Final Approval - 5/19/2021

COUNTY OF INYO BID TABULATION

Project Title & Bid No. RD-21-04 - Asphaltic Emulsion

Bid Opening Date: 5/17/2021 **Location:** County Admin Center

	<i>BIDDER NAME</i>	<i>Base Bid</i>	<i>Bid Additive A</i>	<i>Bid Additive B</i>	<i>Bid Additive C</i>	<i>Total Base Bid and Additives</i>	<i>Bond</i>
1.	EmulTech					54,081.70	
2.	Pavement Preservation					101,630.10	
3.	Specialties						
4.							
5.							
6.							
7.							
8.							
9.							
10.							

Opened By: Denelle Carrington

Present: Monica Tink
Darcy Ellis



COUNTY OF INYO (760) 878-0201

MATERIAL OR SERVICES
TO BE DELIVERED TO: INYO COUNTY ROAD DEPARTMENT

RETURN BIDS TO: INYO COUNTY BOARD CLERK
COUNTY ADMINISTRATIVE CENTER
P.O. BOX N
224 NORTH EDWARDS STREET
INDEPENDENCE, CA 93526

BID OPENING: DATE: Monday, May 17, 2021 TIME: 3:30 P.M. (PDT)

Prices quoted FOB DESTINATION UNLESS OTHERWISE STATED.
MAKE YOUR BID OR QUOTATIONS IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.
IMPORTANT: Bid must be sealed with bid number as indicated above on the outside of the envelope.
Read the Instructions and Conditions before making your Bid or Quotation.

INSTRUCTIONS & CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the bidder. If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in a separate sealed envelope with bid number, on outside, and must be submitted to the Inyo County Board Clerk, not later than the hour and day specified hereon, at which time it will be publicly opened and read. A properly addressed and bid numbered envelope, without postage, is included for your convenience.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than 10 days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidders expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries or offers for delivery, which do not meet the specifications will be for the account of the vendor.
13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.

- 14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
- 15. Quotations are subject to acceptance at any time within 30 days after opening same, unless otherwise stipulated.
- 16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
- 17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from the mailing list.
- 18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as County of Inyo, as such papers may be accepted by the carrier as proof of the exempt character of the equipment.
- 19. **There is a contracting preference of 5% for small business enterprises and 8% for local businesses available for this Request for Proposals (bids). To be eligible for the preferences, a small business enterprise must submit proof of state registration as a SBE with its bid and a local business must provide certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.**

THE FOLLOWING MUST BE FILLED IN BY THE BIDDER IN SUBMITTING HIS/HER BID:

DATED AT West Sacramento, California (CITY & STATE)

May 13th, 2021

CASH DISCOUNT TERMS NET 30

To the County of Inyo: We (I) hereby agree to furnish the articles and/or services, at the prices and terms stated subject to the instructions and conditions set forth in this bid.

NAME OF COMPANY VSS International, Inc. dba VSS Emultech

NAME OF COMPANY REPRESENTATIVE (PRINTED) Jordan Reed

COMPANY REPRESENTATIVE SIGNATURE _____

STREET ADDRESS 3800 Gilmore Avenue

CITY AND STATE Bakersfield, California 93308

PHONE NUMBER 916-373-1500

FAX NUMBER 916-373-0183

BID FORM
INYO COUNTY DEPARTMENT OF PUBLIC WORKS
BID NO: RD21-04 – Asphaltic Emulsion

The purpose of this specification is to describe the requirements involved in providing 280 gallon totes of SS-1H Asphaltic Emulsion to the Inyo County Road Department. The intent of this request for bids is to purchase twenty-four (24) new totes of emulsion as well as establish a cost for refilling eight (8) empty totes with the same material. Specified product will be picked up by the Inyo County Road Department FOB at the material plant. Material plant/ re-fill location must be within 200 road miles of Independence, CA for a bid to be considered.

I. PRODUCT

SS-1H asphaltic emulsion shall conform to the 2018 Standard Specification, State of California, Department of Transportation, Section 94 – Asphaltic Emulsions. Vendor shall furnish a certificate of compliance in accordance with this section showing that the material conforms to specification requirements. If the material when sampled and tested, fails to meet any of the specification requirements, the Vendor shall immediately replace any of such material remaining unused with material that meets the specification. The County will make no payment for any portion of material already used, which is found to fail to meet specification requirements by those tests. The product shall be provided in 280 gallon bulk capacity totes.

II. PICK-UP REQUIREMENTS

Twenty-four (24) new totes of product will be picked up (4 totes at one time) FOB the material plant. Pick-up location must be within 200 road miles of Independence, CA. This bid also establishes pricing for refilling eight (8) additional empty totes if needed. Specify lead time needed for refilling empty totes as well as the amount of time pricing will remain valid and in effect.

III. EXCEPTIONS

Explain any exceptions to the requirements above (attach additional sheets if necessary)

Please provide 3 day lead time for refilling totes

IV. BID

I agree to furnish Inyo County with the products specified on the Bid Form for the prices indicated below. I understand that the County is not obligated to order the refilling of the four empty totes but pricing is established should the need arise.

- 1. New 280 gallon tote of SS1-H Asphaltic Emulsion:
 - a. UNIT PRICE: \$ 1,615.00
 - b. EXTENDED COST for Twenty-Four (24) Units: \$ 38,760
- 2. Refill of 280 gallon tote with SS1-H Asphaltic Emulsion:
 - a. UNIT PRICE: \$ 1,400.00
 - b. EXTENDED COST for Eight (8) Units: \$ 11,200.00
- 3. SUBTOTAL: \$ 49,960.00
- 4. SALES TAX (@ 8.25%) \$ 4,121.70

TOTAL PRICE\$ 54,081.70

BIDDER:

Company Name: VSS International, Inc. dba VSS Emultech

Contact Name: Jordan Reed

Address: 3800 Gilmore Avenue

City / State / Zip: Bakersfield, California 93308

Phone Number: 916-373-1500 Fax Number: 916-373-0183

Email Address: jordan.reed@reed.net



This bid was received on 5/17/2021
 20@ 2:20pm.
 ATTEST: Clint Quilter, Administrative Officer
 and Clerk of the Board Inyo County, California
 By [Signature] Assistant

V. CERTIFICATION

In submitting this bid, I understand that Inyo County reserves the right to reject any and all bids and/or reject any and all items of such bids and/or waive any irregularities in a bid. By signature on this bid document, I agree to the terms outlined in this Request for Bids. I certify that I am an authorized agent for the above company.

Signed: _____ Title: Jordan Reed, Treasurer

Date: May 13, 2021

VI. BID SUBMITTAL

Please submit your bid in a SEALED envelope labeled with "BID NO. RD21-04 – Asphaltic Emulsion" and the name of the Bidder printed on the outside of the envelope.

Bids must be submitted by the time and date specified below to the Inyo County Board Clerk, P.O. Drawer N (mail), Independence, CA 93526, or by delivery to the Board Clerk at 224 N. Edwards Street, Independence, CA 93526 by or before **3:30 P.M. on May 17, 2021.**

Note: PLEASE BE ADVISED that despite information you may receive from mail services, "Overnight" delivery by the USPS, UPS, FedEx, and other carriers is often scheduled as a two-day delivery due to the remote nature of Inyo County.

For questions or comments, please contact Sally Faircloth at sfaircloth@inyocounty.us regarding specifications please contact Trevor Taylor at ttaylor@inyocounty.us

Bid prices will remain valid and in effect through June 1, 2022

Indicate any exception to the bid:

Please provide 3 day lead time for refilling totes

END OF BID PACKAGE



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: May 25, 2021

FROM: Sally Faircloth

SUBJECT: Request authorization to purchase Crack Seal Material and enter into 6-month rental agreement for a crack sealing kettle

RECOMMENDED ACTION:

Request Board: A) declare Seal Master of Bakersfield, CA the successful bidder for Crack Seal Material and enter into six-month rental agreement for crack sealing kettle from Seal Master of Bakersfield, CA per Bid No. RD21-06; and B) authorize the purchase of 60,000 pounds of Crack Seal Material and a six-month kettle rental from Seal Master of Bakersfield, CA in an amount not to exceed \$60,124.50.

SUMMARY/JUSTIFICATION:

The Road Department solicited bids for crack sealing material and a rental melting kettle for road maintenance and repair. Bids were opened on May 17, 2021 and two bids were received:

Seal Master of Bakersfield, CA	\$60,124.50
Pavement Preservation Specialties	\$96,249.50

The Road Department has reviewed the bid for responsiveness. The Road Department recommends your Board authorize the purchase of Sixty Thousand pounds (60,000 lbs) of Crack Seal Material from Seal Master of Bakersfield. The Road Department has a material melting kettle in its fleet; however, due to the age of the kettle, its operation is unreliable. A rental will provide a greater degree of certainty that equipment malfunction will not delay or prevent the proposed crack sealing from occurring. The total expense, including delivery and taxes, is not to exceed \$60,124.50.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this purchase. This is not recommended, as the materials are needed to perform necessary road maintenance projects. If the purchase is not approved, the Road Department would need to re-advertise the Bid Package which would delay maintenance work and could result in less favorable bids.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor

FINANCING:

The funding for these asphalt materials to be used in routine maintenance will be paid from the Road Department Budget 034600, Object Code 5309 Road Material.

ATTACHMENTS:

1. Bid Tab RD 21-06
2. Bid Package

APPROVALS:

Sally Faircloth	Created/Initiated - 5/12/2021
Darcy Ellis	Approved - 5/12/2021
Sally Faircloth	Approved - 5/19/2021
Trevor Taylor	Approved - 5/19/2021
Sally Faircloth	Approved - 5/19/2021
Michael Errante	Approved - 5/19/2021
Breanne Nelums	Approved - 5/19/2021
Marshall Rudolph	Approved - 5/19/2021
Amy Shepherd	Approved - 5/19/2021
Michael Errante	Final Approval - 5/19/2021

COUNTY OF INYO BID TABULATION

Project Title & Bid No. RD-21-06 Crack Seal Material

Bid Opening Date: 5/17/21 **Location:** County Admin Center

	BIDDER NAME	Base Bid	Bid Additive A	Bid Additive B	Bid Additive C	Total Base Bid and Additives	Bond
1.	Seal Master Bakersfield					160,124.50	
2.	Pavement Preservation Specialists					96,249.50	
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							

Opened By: Donelle Carrington

Present: Monica Tull
Darcy Ellis



COUNTY OF INYO

NOTICE INVITING BIDS

**NOTICE IS HEREBY GIVEN THAT INYO COUNTY IS SOLICITING BIDS
FOR:**

“THE PROVISION OF CRACK SEAL MATERIAL & KETTLE RENTAL”

Sealed Bids will be received at the Clerk of the Board of Supervisors’ Office, 224 N. Edwards Street, P.O. Drawer N, Independence, California 93526 until **3:30 p.m. Monday, May 17th, 2019** at which time they will be publicly opened and read.

Bids must be in a **sealed** envelope, addressed to the Clerk of the Board of Supervisors, 224 N. Edwards Street. P.O. Drawer N, Independence, California 93526. Indicate on the outside of the bid envelope **“CRACK SEAL MATERIAL BID”**

All bids must state the firms name and be signed by a responsible officer or employee.

The period for which the specified crack seal materials and equipment rental are to be provided pursuant to this Bid is from July 1, 2021, through and including December 30, 2021.

Inyo County reserves the right to reject any or all bids, or to waive any minor informality in any bid, if it is deemed to be in the best interest of the County of Inyo.

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms and Purchase Order Agreement, may only be obtained from the Inyo County Public Works / Road Department, 168 N. Edwards Street, P.O. Drawer Q, Independence, CA 93526, telephone (760) 878-0201, and may be inspected at the above Department office during regular business hours. Bid packages are also available at the County of Inyo website at https://www.inyocounty.us/Bid_Packages.html

THE PROVISION OF CRACK SEAL MATERIAL & KETTLE RENTAL

BID NO. RD21-06

NOTICE TO BIDDERS

This Bid Package, which includes the following:

**Notice Inviting Bids,
Bid Proposal Forms,
and
County of Inyo Purchase Order Agreement**

Must be submitted in its entirety. Do not remove any pages.

Be sure to fully complete all forms and sign.

BID PROPOSAL FORM

TO: COUNTY OF INYO
 Department of Public Works / Road Department
 168 N. Edwards St., P.O. Box Drawer Q
 Independence, CA 93526
 (Herein called "County")

FROM: Seal Master Bakersfield
578 Sumner Street
Bakersfield, CA 93305
 (Herein called "Bidder")

FOR: CRACK SEAL MATERIAL/ KETTLE RENTAL

In submitting this Bid, it is understood that:

1. INCLUSION OF ALL COSTS:

This Bid includes all costs for all labor, materials, tools, taxes, insurance, transportation and other related supplies and services to perform all services and provide all materials as required by, and in accordance with, the Contract Documents for the Provision of Crack Seal Material, including Exhibit A, B, and C hereto.

2. CONTRACT DOCUMENTS

The Notice Inviting Bids, this Bid Proposal Form, and the Purchase Order Agreement for the Provision of Crack Seal Material & Kettle Rental, and any documents incorporated herein, including Exhibits A and B, hereto, are referred to collectively as the Contract Documents and shall constitute the contract between the parties that will come into full force and effect upon acceptance, and approval by the Inyo County Board of Supervisors. The contract documents are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein.

3. ACCEPTANCE

The County reserves the right to reject any and all Bids. However, this Bid shall remain open and shall not be withdrawn for a period of at least sixty (60) days after the date set for its opening and shall remain open and valid thereafter until it is withdrawn by Bidder. The Bidder will execute and deliver the Purchase Order Agreement for the Provision of Crack Seal Material & Kettle Rental, any certificates or other required proof of insurance, and any other required documents, to the County no later than fifteen (15) days after receipt of notification to Bidder of the award of that Contract.

Failure to bid all items on the Schedule of Fees, Attachment B, will render the Bid insufficient and subject the same to being rejected.

No Bid will be accepted wherein the price quoted is specified as a posted price with an escalator "UP" clause, whether or not such escalator clause has a "TOP" or maximum limit to which the price may advance.

The Contractor will be allowed no claim for anticipated profits, loss of profits, or for any damages of any sort because of any differences between he estimated amounts set forth in this bid package and actual amount of material ordered and delivered during the course of the contract.

4. BID PRICE AND TOTAL

The specific bid price for the materials and services to be rendered pursuant to the Agreement for which this bid is made are set forth in Attachment B hereto, entitled "Schedule of Fees"; for purpose of making this Bid the amount of this Bid is the "Bid Total" amount set forth in Attachment B, which follows:

BID TOTAL IN NUMBERS:

\$ 60,124.50

BID TOTAL IN WORDS:

\$ sixty thousand, one hundred twenty four and fifty cents

5. ADDENDA:

The Bidder acknowledges receipt of the following Addenda and has provided for all Addenda changes in this Bid: (Fill in Addendum numbers and dates Addenda have been received. If none have been received enter "NONE".)

Attachments A,B,C received 4/29/2021

WARNING: IF AN ADDENDUM OR ADDENDA HAVE BEEN ISSUED BY THE COUNTY AND NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS BID MAY BE REJECTED.

7. BIDDER'S BUSINESS INFORMATION:

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state legal name of corporation, and also the names of the president, secretary, treasurer and chief executive officer/manager thereof. If Bidder is a partnership, joint venture, or other business entity, state the true name of the firm, and also the names of all partners, joint ventures, or other entities or parties having authority to act on behalf of the entity, such as officers, owners or directors. If Bidder or other interested person is an individual, state your first, middle and last names in full.

Bidder provides the following information concerning Bidder's business:

- 7.1 Bidder's Name: Meister Sealcoat & Supplies LLC dba SealMaster Bakersfield
- 7.2 Address: 518 Summer St.
Bakersfield, CA Zip 93305

(The above address will be used to send notice of acceptance or request for additional information.)

- 7.3 Telephone 661-546-9135



This bid was received on 5/17/2021
at 11:55 a.m.
By Assistant
ATTEST: Clint Quilter, Administrative Officer
and Clerk of the Board Inyo County, California

7.4 Federal I.D. No. 81-2310188

7.5 Type of Business (check one):

Individual (), Partnership (), Joint Venture (), Corporation (), Other Specify:

LLC

7.6 Owners, Officers, Partners, or other Authorized Representatives:

THE UNDERSIGNED HEREBY DECLARES UNDER PENALTY OF PERJURY ACCORDING TO THE LAWS OF THE STATE OF CALIFORNIA, THAT THEY ARE THE INDIVIDUAL, MANAGING PARTNER, CORPORATE OFFICER, OR OTHER REPRESENTATIVE, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF BIDDER ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR REFERENCED HEREIN.

Deidra Jomer office manager
(Signature of Authorized Person) (Title)

Deidra Jomer 5/14/2021
(Printed Name) (Date)

8. EXECUTION AND AGREEMENT

8.1 The undersigned Bidder hereby declares and agrees that:

(a) SealMaster Bakersfield (Name of Bidder or Bidder's Representative) has carefully examined the Specifications, Purchase Order Agreement, and other portions of this Bid package and submits this Bid in accordance therewith.

(b) That if this Bid is accepted, the Bidder will enter into a written Purchase Order Agreement with the County of Inyo, State of California.

(c) That if Bidder receives Notice of Award, Bidder will accept in full, as payment for the material and services to be furnished pursuant to said Agreement, the amounts shown on Attachment B, Schedule of Fees, of this Bid Package. It is understood and agreed that the quantities set forth are but estimates and the unit price will apply to the actual quantities ordered, whatever they may be.

(d) It is understood that no later than fifteen (15) days after receipt of notice of award, the Bidder shall return the signed Purchase Order to the County.

SealMaster Bakersfield
(Company Name)

Deidra Jomer
(By)

Deidra Jomer
(Print Name)

office manager
(Print Title)

9. BID SUBMITTAL

Please submit your bid in a SEALED envelope labeled with “**BID NO. RD21-06 – Crack Seal Material**” and the name of the Bidder printed on the outside of the envelope.

Bids must be submitted by the time and date specified below to the Inyo County Board Clerk, P.O. Drawer N (mail), Independence, CA 93526, or by delivery to the Board Clerk at 224 N. Edwards Street, Independence, CA 93526 by or before **3:30 P.M. on May 17th, 2021**.

Note: PLEASE BE ADVISED that despite information you may receive from mail services, “Overnight” delivery by the USPS, UPS, FedEx, and other carriers is often scheduled as a two-day delivery due to the remote nature of Inyo County.

For questions or comments regarding specifications please contact Sally Faircloth at sfaircloth@inyocounty.us or (760)-878-0202

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF CRACK SEAL MATERIAL & KETTLE RENTAL SERVICES**

TERM:

FROM: July 1, 2021 TO: December 31, 2021

SCOPE OF WORK:

Contractor shall furnish to the County of Inyo, the materials, equipment, labor and related services set forth in Attachment B, Schedule of Fees, in accordance with the terms and conditions of this Agreement.

1. MATERIAL

The requirements and specifications for Crack Seal Material shall meet the following requirements of ASTM D6690, Type 1, "Joint and Crack Sealants, Hot-applied, for Concrete and Asphalt Pavements, (formerly ASTM D1190, AASHTO M173 and Federal Specification SS-S-164).

Specification as follows:

Test	ASTM D6690, Type I Spec. Limits
Cone Penetration	90 max.
Softening Point	176F (80C) min.
Asphalt Compatibility	Pass
Recommended Pour Temperature	380F (173C)
Maximum Heating Temperature	400F (204C)

Additional location specific requirements:

*The crack fill material is to be used in locations throughout Inyo County and will be subject to pavement temperature extremes ranging from as low as -7F (-22C) in the mountains to as high as 190F (88C) in the Death Valley area; therefore the selected crack seal material's manufacturer's specification is required to show that its application is appropriate for a comparable range of temperatures.

On delivery, the Contractor shall be required to furnish a certified analysis test report, in duplicate, showing that the material conforms to all specification requirements. If the material, when sampled and tested, fails to meet any specification requirements, the Contractor shall immediately replace any of such material remaining unused with material that meets the

specifications. The County will make no payment for any portion of material already used, which is found to fail to meet specification requirements by those tests.

2. EQUIPMENT RENTAL

The bid must include the rental of one (1) operational Rubber Crack Seal melting kettle trailer *compatible* with the Bidder's chosen Crack Seal product for the entire term of the agreement from July 1st, 2021 to December 31, 2021.

Rubber Crack Seal melting kettle rental specifications are as follows:

- Minimum tank capacity of 125 gallons
- Minimum melt rate of 1,000 lbs. per hour
- Diesel powered engine
- Onboard air compressor for crack cleaning with a 100cfm @ 125psi capacity
- Electric heated hose with temperature controls
- Service Agreement for maintenance and repair of the kettle
 - o **Submit a copy of the rental agreement terms and conditions** with your bid for review.
 - o Service agreement must include a statement ensuring that the OWNER shall replace equipment with identical or similar compatible equipment if the equipment fails to operate in accordance with manufacturer's specifications and operation instructions, and that such replacement shall be made as soon as practicable.
- Includes delivery and pickup at 750 South Clay Street, Independence, CA 93526

3. DELIVERY

The Contractor shall provide delivery to the indicated delivery locations provided by Inyo County Road Department.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF CRACK SEAL MATERIAL & KETTLE RENTAL SERVICES**

TERM:

FROM: July 1, 2021 TO: December 31, 2021

SCHEDULE OF FEES:

BID TOTAL COMPUTATION

Description	Quantity	Delivered to	Unit Cost (including freight charges & tax)	Subtotal
Crack Seal Material	60,000 lbs.	Independence	.54/lb	32,400
Equipment Rental ¹	1 LS	Independence	3900/mo. tax:	23,400 4324.50
Bid Total				60,124.50

Delivery Location Details:

Independence – Inyo County Road Shop, 750 South Clay Street, Independence, CA 93526

* The “Bid Total” is the amount to be placed in Section 5 of the Bid Proposal Form and constitutes the amount bid by the Bidder. The “Bid Total” includes all costs associated with providing the specified crack seal material including shipping and taxes in addition to all costs associated with providing the specified equipment rental for the entire term of the agreement. The sole purpose of the “Bid Total” is to serve as a measure pursuant to which the County evaluates Contractor’s bid in relation to other bids received. The “Bid Total” is not intended, and shall not be construed, as the minimum or maximum amount payable by the County.

¹ Include Rental agreement terms and conditions

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF CRACK SEAL MATERIAL & KETTLE RENTAL SERVICES**

TERM:

FROM: July 1, 2021 TO: Deember 31, 2021

SEE ATTACHED INSURANCE PROVISIONS

Specifications 4

Insurance Requirements for Vendors

Vendor 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 products and materials supplied to the Entity. The cost of such insurance shall be borne by the Vendor.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) and include products coverage.

Minimum Limits of Insurance

Vendor shall maintain limits no less than \$1,000,000 per occurrence for bodily injury and property damage, and an aggregate limit of \$2,000,000.

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the Vendor shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Vendor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

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

1. The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects products of the Vendor.
2. The Vendor'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 Vendor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall state that coverage shall not be canceled, except after thirty (30) days prior written notice has been provided to the Entity.

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.

Verification of Coverage

Vendor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. 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 Vendor'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.

Waiver of Subrogation

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

Special Risks or Circumstances

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

SealMaster Bakersfield
 518 SUMNER ST
 BAKERSFIELD, CA 93305
 (346) 226-7325
 djoiner@sealmasterbakersfield.com
 www.sealmaster.net



Estimate

ADDRESS

County of Inyo
 PO Box N
 Independence, CA 93526
 United States

SHIP TO

Inyo County Road Yard
 750 South Clay Street
 Independence, CA 93526
 United States

ESTIMATE # 1730

DATE 04/16/2021

DATE	SKU	DESCRIPTION	ACTIVITY	QTY	RATE	AMOUNT
	M1078L	CrackMaster 1190	M1078L	60,000	0.54	32,400.00T
	E8000	Rental of Equipment (monthly rate)	E8000 - Rental of Equipment	6	3,900.00	23,400.00T

Estimate mailed USPS overnight on 4/16/2021
 Estimate mailed USPS overnight on 5/14/2021

SUBTOTAL	55,800.00
TAX	4,324.50
TOTAL	\$60,124.50

Accepted By

Accepted Date

CRACKMASTER 1190

Hot Pour Crack Sealant

SMT-193

REVISED 02/18/21

PRODUCT DESCRIPTION

CrackMaster 1190 is a single component, hot applied crack and joint sealant. When melted and properly applied it forms a resilient crack sealant for both asphaltic and cementitious pavements. CrackMaster 1190 meets ASTM-D1190, ASTM-D6690 Type I, and AASHTO-M173.

USES

CrackMaster 1190 is designed to seal expansion joints, longitudinal and transverse cracks, joints between concrete and asphalt shoulders, and random cracks in both asphalt and concrete pavements.

COMPOSITION

As supplied, CrackMaster 1190 is supplied in solid blocks comprised of asphaltic resins and synthetic polymer rubber.

COLOR

Black.

LIMITATIONS

Do not overheat material. Cracks must be free from moisture, dust, loose aggregate and other contaminants prior to application.

TECHNICAL DATA

CrackMaster 1190 meets the following material requirements when tested in accordance with ASTM D1190, ASTM D6690 Type I and AASHTO M173 (see chart below).

Chemical & Physical Analysis	
Recommended Pour Temperature	370-390°F
Maximum Heating Temperature	410°F
Cone Penetration at 25°C	90 max.
Resiliency	30-60% max.
Flow at 140°F (5h)	5 mm max.
Bond: 0°F/50% Ext.	Passes 5 cycles
Specific Gravity	1.14
Asphalt Compatibility	Passes
Viscosity @ 370	35 + 20 poise

ENVIRONMENTAL CONSIDERATIONS

CrackMaster 1190 is considered a non-hazardous material.

INSTALLATION

Proper surface preparation will facilitate adequate adhesion and consequently the maximum service life of the sealant. The crack must be free from moisture,

dust, and loose aggregate. Routing or wire brushing are preferred methods followed by a compressed air heat lance immediately prior to sealing. The substrate and air temperature must be above 40°F.

METHODS

CrackMaster 1190 shall be melted in a conventional oil-jacketed unit equipped with an agitator and temperature control device for both material and heat transfer oil. Carefully insert blocks of material (with plastic bag) into melting equipment with agitator turned off. Load material slowly to avoid splashing. After the initial load of material has reached the recommended pouring temperature (370-390°F), fresh material may be added as sealant is used. Melt only enough material that will be used the same day. Avoid overheating material. Excessive heat could cause material to gel in the equipment or fail in crack and joints. A significant viscosity increase accompanied by stringiness signals the approach of gelation. If this occurs, immediately remove the material from the melter and dispose of it.

IMPORTANT

Protective apparel is recommended with application of CrackMaster 1190. The extremely hot material will cause severe burns on contact with skin. OSHA Safety Regulations require workers to wear the following types of safety attire (see current OSHA/Safety Regulations for additional information): Hard hat with face shield; long sleeved shirt buttoned at the wrist; heat resistant gloves; long, cuffless pants; and safety toed work boots. Make certain all area around melter is clear of all debris and flammable materials. Avoid breathing vapors. Use with adequate ventilation.

MIXING PROCEDURES

Use material as supplied. Do not blend with other materials. After CrackMaster 1190 is melted it should be agitated or recirculated.

APPLICATION

Apply heated CrackMaster 1190 using either a pump and wand system or a pour pot. For best results the sealant depth to width ratio should not exceed 2 to 1 (i.e. 2-inches deep to 1-inch wide). The cooled sealant height should not exceed 1/8" above surrounding pavement.

Using a sealing shoe or squeegee, band the material 2 to 3 inches wide over the crack.

ESTIMATING MATERIAL REQUIREMENTS

Use the following chart as a guideline for estimating

CRACKMASTER 1190

Hot Pour Crack Sealant

SMT-193

REVISED 02/18/21

material requirements (based upon pounds of material needed for 100 feet of cracks):

Crack Width	Depth	Lbs/100 Ft
3/8"	3/8"	6.9 lbs.
3/8"	1/2"	9.3 lbs.
1/2"	1/2"	12.3 lbs.
1/2"	1"	24.7 lbs.
3/4"	1/2"	18.5 lbs.
3/4"	3/4"	27.8 lbs.

The above coverage rates are only a guideline. Actual material usage may vary due to width of application and thickness of material above pavement surfaces.

PRECAUTIONS

Cracks must be free from moisture, dust, dirt, and debris. Both substrate and air temperature must be above 40°F. Keep boxes of material dry during storage. Do not store in direct sunlight.

PACKAGING AND AVAILABILITY

CrackMaster 1190 is supplied in cardboard cartons. Each packaged block is labeled in accordance with OSHA, GHS, and specification requirements. CrackMaster Hot Pour Crack Sealants are supported by a nationwide network of SealMaster facilities along with a national and international network of professional applicators.

WARRANTY AND DISCLAIMER

The statements made on this technical data sheet are believed to be true and accurate and are intended to provide a guide for approved application practices. As workmanship, weather, construction, condition of pavement, tools utilized, and other variables affecting results are all beyond our control, the manufacturer warrants only that the material conforms to product specifications and any liability to the buyer or user of this product is limited to the replacement value of the product only. The manufacturer expressly disclaims any implied warranties of merchantability or fitness for a particular purpose.



Phone: 1-800-395-7325

www.sealmaster.net

CRACK PRO® HEATED HOSE MACHINES

OIL-JACKETED MELTER / APPLICATORS
FOR HOT POUR CRACK SEALING MATERIALS

ALL DIESEL POWER FOR MAXIMUM EFFICIENCY!

Both the burner and the engine are powered by diesel fuel for maximum safety, efficiency, and performance.

Crack Pro Heated Hose Machine Features:

- State-of-the-art heated hose maintains material temperature throughout the application process
- Industry's fastest heat-up and recovery, (ready to apply product within 1 hour).
- The waterproof steel control cabinet houses all safety interlocks, operations and monitoring of the heating systems (hose, material, heat transfer oil), agitation, pump and audible horn for directional control.
- Anti-splash material loading hatch for safer loading
- Insulated with 1.5" ceramic, covered by a 14-gauge steel outer body
- Electro-hydraulic manifold with flow control for pump and mixer speeds
- Liquid cooled Kubota diesel engine
- Diesel fired Beckett Burners are electronically controlled with auto shut off, and side mounted for easy maintenance
- Horn button on wand notifies driver to move ahead or back
- Direct-drive FWD/REV full sweep agitation

TR 125 & 260 DA Model Features:

- Direct drive air compressor with 100' x 5/8" reeled hose & wand
- V1505 Kubota diesel engine

PRODUCT #	DESCRIPTION	WEIGHT
E2745HH	TR 125 D	3,700 lbs.
E2747HH	TR 125 DA	4,000 lbs.
E2755HH	TR 260 D	5,000 lbs.
E2765HH	TR 260 DA	5,300 lbs.
E2755DPH	TR 260 Double Pump	5,300 lbs.
P74001	Upgrade to a 22' hose	

* Call for pricing

ALSO AVAILABLE...



TR 260 Double Pump now available!

SPECIFICATIONS:

Tank Capacity	125, 260 gallons
Heat Transfer Oil.....	25, 30 gallon capacity
Maximum BTU Input	372,000 BTU
Construction	Oil jacket type tank
Temperature Control.....	Automatic Electronic
Tank Opening.....	16" x 24" no splash material loading
Insulation.....	1 1/2" High Temperature Ceramic
Agitation.....	Full Sweep, Hydraulically Driven, Forward / Reverse
Material Pump.....	2" Steel Gear, Reversible
Heating System	Bottom fired forced air diesel fuel
Suspension.....	Torsion type axle with 5 lug tubeless tire
Application Hose	3/4" x 18' electric hose [22' available]
Heated Hose	Eliminates need to flush out hose for cleanup

	CP 125	CP 260
Loading Height	54"	48"
Overall Height	80"	90"
Width	78"	93"
Length	192"	206"
Empty Weight	3,700 lbs.	5,000 lbs.
Empty Weight with conveyor	4,200 lbs.	5,500 lbs.
Height with conveyor	8' 6"	8' 6"

STANDARD FEATURES ON ALL "D" AND "DA" MODELS:



Digital Control Center with protective steel cover



Anti-Splash Material Loading Hatch



Electro-hydraulic manifold



Liquid Cooled Kubota Diesel Engine



Horn button on wand



Diesel fired Beckett Burner



Direct-Drive FWD/REV Full Sweep Agitation

STANDARD FEATURES ON ALL "DA" MODELS:



Direct Drive Air Compressor



100' x 5/8" Reeled Hose & Wand



V1505 Kubota Diesel Engine

CP-125 HEATED HOSE MACHINE



CP-260 HEATED HOSE MACHINE



CRACK PRO® MELTER / APPLICATOR OPTIONS

PRODUCT #	DESCRIPTION
Options:	
PE2710	Material Block Conveyor
E2680	Hydraulic surge brake assembly
P553A008	2 5/16" ball hitch
PE2680	Arrowboard
P447A001	Fire extinguisher - 10 lbs.
P74000B231	Engine security cover
P163A012	Crack sealing square
P74000B004	Tool box
P74002	LP tank stand
P74000B301	Spare Tire Mount
P514A017	15" Spare Tire Assembly
P470A003	2" application swivel disc
P470A002	3" application swivel disc
P470A007	5" application swivel disc



Arrowboard

State-of-the-art material conveyor for optimum safety and convenience





EQUIPMENT RENTAL AGREEMENT

SealMaster:

Name Meister Sealcoat and Supplies LLC
 Db a SealMaster Bakersfield
 Address 518 Sumner Street
Bakersfield, CA 93305
 Phone 346-226-7325
 Fax djoiner@sealmasterbakersfield.com

Customer:

Company County of Inyo
 Responsible Person _____
 Address 168 N Edwards St/PO Box Drawer Q
Independence, CA 93526
 City/State/ Zip Code _____
 Main Telephone # 760-878-0212
 Cell Phone # _____
 Fax # _____
 E-mail _____
 Purchase Order # _____

CHECK ALL THAT APPLY:

CP125 SM125 Drop Tank Storage Tank Other _____
 MA10 PA Torch 9hp Little Wonder Blower

UNIT # _____ PROOF OF INSURANCE REQUIRED? YES NO

or

WILL BE USING VARIOUS UNITS _____ OBTAINED COPY OF DRIVER'S LICENSE YES NO

VIN #	Date Picked Up or Delivered	By Whom?	Date Returned	By Whom?

Estimated Number of Days Required	Rental Rate	Deposit Amount	Delivery/ Pick-up Charge	F.O.B.	Terms
6 months	\$3,900/month				

COMMENTS:

Type text here

PLEASE NOTE:

1. Total charges are an estimate based upon the rental period and other information provided by the Customer.
2. Customer assumes all risks associated with the equipment during the Rental Period, including injury and damage to all persons, property, and the equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to operate the equipment.
4. If equipment does not operate properly, does not have operating and safe use instructions, is not suitable for Customer's intended use, or Customer has any questions regarding the safe operation of the equipment, Customer shall cease use of the equipment and contact SealMaster representatives immediately.
5. Equipment misuse or use of damaged or malfunctioning equipment may result in serious bodily injury or death and Customer agrees to assume all risk associated thereunder, and to indemnify Krebs and SealMaster entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands, and agrees to the estimated charges and all terms and sections contained within this contract including the "Indemnity, Hold Harmless, Waiver of Claims" section.
7. If it is previously mutually agreed that SealMaster will pick up the equipment when Customer is finished, Customer must contact SealMaster to request pickup of equipment. Customer will be responsible for the equipment until actually retrieved by SealMaster.
8. Customer waives its right to a jury trial in and any dispute.
9. Customer agrees to return equipment with fuel levels full and agrees to pay \$9.00 per gallon, if this provision is neglected by the Customer.

Customer Signature

Date

Print Customer Name

SealMaster Additional Terms and Conditions

1. **Inspection.** Customer acknowledges that Customer has had an opportunity to personally inspect the equipment and finds it suitable for his/her needs and in good operating condition, and Customer understands its proper use. Customer further acknowledges his/her duty to inspect the equipment prior to use and notify the SealMaster of any defects. Customer agrees to pay costs of repairs during this rental period, including labor, materials, parts, and other items, except for normal wear and tear. "Normal wear and tear" is defined as use of the equipment under normal work conditions with qualified personnel providing proper operation, maintenance, and service. If repairs exceeding normal wear and tear are necessary upon the return of the equipment, SealMaster is authorized to make such repairs, bill Customer, and Customer agrees to promptly pay for such repairs. Customer agrees to not cover, substitute, alter, or remove any identifying insignia displayed on the equipment. Customer will not permit equipment to be abused, abandoned, overloaded, used beyond capacity or for its unintended purpose. In the event any of the property becomes unsafe or in a state of disrepair, Customer will immediately discontinue the use thereof and promptly notify the SealMaster.
2. **Replacement of Malfunctioning Equipment.** If the equipment becomes unsafe or in disrepair, Customer agrees to immediately notify SealMaster and discontinue its use. SealMaster is not responsible for any incidental or consequential damages, including but not limited to loss of profits, continued costs, and/or loss of business or otherwise.
3. **Safety.** Customer agrees to provide the necessary safety equipment to Customer's employees during the operation of the equipment. Customer understands that the improper use of the equipment may result in serious injury or even death. Customer agrees to instruct all its operators in the safe use of the equipment. Customer assumes the responsibility that the equipment will be operated in strict compliance with all written and common sense safety regulations and procedures. Customer certifies that Customer has read the equipment manual and understands fully the safe operation of the equipment and is responsible for strict compliance with all safety regulations and operations by all persons using the equipment. Customer will always promote safe use of the equipment and will assure that all operators of the equipment will comply with the manufacturer's manual as well as all federal, state, and local codes and regulations pertaining to this equipment. Customer is solely responsible for and will assure that the equipment will only be operated by drug and alcohol free employees who are competent and proficient in the equipment functions and safety.
4. **Title.** The equipment shall at all times remain and be the sole and exclusive property of SealMaster. Customer shall have no right of property therein; but only the right to use the same upon and under the conditions herein contained. If equipment is levied upon for any reason whatsoever, SealMaster may retake equipment without notice or legal process and may take all reasonable action to do so.
5. **Unfettered Access.** Customer agrees to allow SealMaster unfettered access at any time during normal business hours to inspect the SealMaster equipment for any purpose.
6. **Moving Equipment.** At SealMaster's inquiry, Customer will notify immediately the exact location of the rented SealMaster equipment. No storage or drop tank is to be moved without SealMaster's written permission in advance of such move.
7. **No Warranties.** There are no warranties of merchantability or fitness, either express or implied. Customer acknowledges and agrees there is no warranty that the equipment is suited for Customer's intended use, or that it is free from defects. Equipment is accepted on an "as is, where is" basis with "all faults" and without recourse whatsoever against SealMaster entities. Customer assumes all risks associated with the equipment and releases SealMaster entities from all liabilities and damages including but not limited to lost profits, personal injury, and special incidental and consequential damages in any way connected with the equipment, its operation, or use or any defect or failure thereof or a breach of SealMaster's obligations. There will be no reimbursement for lost time, materials, expenses, and profits as a result of equipment failure.
8. **Indemnity. Hold Harmless. Waiver of Claims.** During the rental period, Customer assumes all risk associated with the possession, control, or use of the equipment including but not limited to, personal injury, death, property damage, pollution, rental charges, theft, losses, damage, and destruction, including Customer transportation, loading and unloading, whether or not it is the Customer's fault. After an incident, Customer shall immediately notify the appropriate authorities as well as SealMaster and provide SealMaster with any reports. Customer agrees to and shall indemnify and hold harmless SealMaster, its officers, agents, affiliates, and employees, from and against any and all claims, judgments, losses, damages, causes of action, suits, and liability of every kind (including expenses of litigation, court costs, and attorney's fees) incurred by SealMaster, its officers, agents, affiliates, and employees for injury to or death of any person, or for damage to or destruction of any property arising out of any claim made or litigation brought against SealMaster, its officers, agents, affiliates, or employees arising out of or in connection with any equipment or

product, whether purchased or rented by the Customer. The foregoing indemnity shall survive termination or expiration of this Agreement and shall be effective notwithstanding that separate or joint and several allegations are made simultaneously against SealMaster. It is the express intention of the parties hereto, both Customer and SealMaster, that the indemnity provided for in this paragraph is indemnity by the Customer to indemnify and protect SealMaster, its officers, agents, affiliates, and employees from the consequences of Customer's own negligence, whether that negligence is the sole or a concurring cause of the injury, death, or damage. Customer waives all claims for personal injuries, property damage, loss of time, or inconvenience, and any and all incidental and consequential damages arising out of the use of the rented equipment or trailer, or any accident or breakdown.

9. **Limitation of SealMaster Liability.** In consideration of the rental of equipment, Customer agrees that SealMaster's liability under this contract, including any liability arising from SealMaster, SealMaster's affiliates, entities, employees, or any third party's comparative, concurrent, contributory, passive, or active negligence or that arises as a result of any strict or absolute liability, shall not exceed the total rental charges paid by customer under this contract.
10. **Permitted Use.** Customer agrees that SealMaster has no control over the manner in which the equipment is operated during the rental period by the Customer or any third party that the Customer explicitly permits. Customer warrants that, prior to each use, Customer shall inspect the equipment to confirm that it is in good condition, without defects. Customer shall operate equipment for its intended use only. SealMaster is not responsible for training Customer's personnel unless specifically requested by Customer. Should the equipment become in disrepair, Customer will stop use immediately and notify SealMaster. Should the equipment be involved in an accident or become lost or stolen, Customer will notify SealMaster immediately. Customer will keep equipment in a secure location. Customer agrees that CUSTOMER WILL ONLY USE SEALMASTER CRACKFILLER AND SEALERS IN RENTAL EQUIPMENT.
11. **Unauthorized Use.** No one under 21 years of age or people other than employees of the Customer may operate the equipment. The equipment shall not be used for any illegal purposes or in a negligent, unauthorized, or abusive manner. Customer will not use a competitor's crackfiller and sealer in equipment rented from SealMaster.
12. **Environmental Cleanup.** In the event of any accident, casualty, or material spills resulting in pollution arising from Customer's use of SealMaster rented equipment, Customer agrees to accept all responsibility thereof and shall hold harmless from any and all claims, clean-up costs, fines, penalties, and action there from.
13. **Only SealMaster Products.** Customer agrees to use in this equipment only SealMaster products purchased from SealMaster stores.
14. **Unused Material.** Any unused material in the equipment at the time of return shall become the property of SealMaster and will not be reimbursed to Customer.
15. **Fuel Levels.** If fuel and fluid levels are relevant to the piece of equipment, Customer acknowledges that it is receiving the rental equipment with hydraulic fluid, antifreeze, transmission oil, DEF oil, and diesel fuel tanks completely full. The machine is to be returned with the fuel and fluid tanks completely full or SealMaster will fill such tanks and Customer agrees to immediately pay for the shortage at a rate of \$9.00/gallon.
16. **Maintenance.** Customer will shall perform routine maintenance on the equipment, including routine inspections of hoses, fluid levels, grease, cooling systems, water, batteries, and valves. Sealer equipment shall be cleaned and flushed frequently with water after each day's use. During the rental period, SealMaster has no responsibility to inspect and perform maintenance on the equipment unless the Customer requests a service call. Other than normal wear and tear, Customer shall pay for full repair and rental charges until the repairs are completed. Customer hereby grants SealMaster the right to enter the physical location of the equipment to inspect and make any repairs.
17. **Rental Rates.** The total charges specified in this contract are estimated based upon Customer's representation of the estimated rental period identified on page one of this agreement. Rental rates beyond the estimated rental period may change. Weekly or monthly rates will not be prorated. Rental charges accrue during Saturdays, Sundays, and Holidays. The rental rates do not include present and future taxes and any other governmental charges based upon Customer's possession and/or use of the equipment. Rental rates do not include any delivery or pick up, maintenance, repair, lost key or fuel or fluid replacement charges.
18. **Freight Rates.** If SealMaster is asked to transport the equipment, there will be a round trip fee to drop off any rental equipment, drop tank, fills, or refills. There is also a final freight charge for SealMaster to do a final pick up of the equipment when Customer is finished. The charges are calculated on a per-mile basis for the complete round trip, calculated at the going rate at that particular time. For tanker and tractor-trailer loads, the minimum freight charge is \$250.
19. **Inclement Weather.** There shall be no adjustment in rental fees for inclement weather.
20. **Sealer Minimums.** The minimum sealer requirement for drop tanks is 2000 gallons. The minimum annual sealer usage for a storage tank is 10,000 gallons.
21. **No Credit for Unused Material.** Any crack filler or sealer left inside the holding tanks when the rental equipment is returned to SealMaster, shall become the property of SealMaster without refund or compensation to the Customer.
22. **Agitated Equipment.** Customer agrees to agitate daily any storage or drop tank that has material in it.
23. **Personal Effects.** SealMaster is not responsible for any personal effects in, on, or around the rented equipment.

24. **Use of Purchase Order.** The use of any Customer's purchase order number on this agreement is for Customer's convenience and identification only. This agreement constitutes the sole agreement between SealMaster and Customer and supersedes any purchase order provisions whether sent to or received prior to or subsequent to this agreement. Absences of purchase order numbers shall not constitute grounds for non-payment of rental charges when Customer has enjoyed or had the right to enjoy use of rented equipment.
25. **Terms.** Customer's rental of Equipment is conditioned upon Customer's agreement with this Contract and all of its terms. Customer's execution of this Contract or taking possession of the Equipment shall be deemed acceptance of the terms herein. Customer shall pay SealMaster the rental rates including any minimum and other charges described herein when due, return the Equipment to SealMaster as required herein and otherwise comply with the Contract. This Contract is true tense. The Equipment is and shall remain the personal property of SealMaster and shall not be affixed to any other property.
26. **Transferability.** SealMaster may assign its rights under this agreement without Customer's consent, but will remain bound by all obligations herein. Customer may not assign this agreement or loan the equipment without the written permission of SealMaster. Any purported assignment by Customer is void.
27. **Time of Return.** Customer's right to possession terminates on the expiration of the rental period and retention of the equipment after this time constitutes a material breach of this agreement. Time is the essence of this agreement. Any extension must be mutually agreed upon in writing. Upon expiration of this agreement, Customer must return rental equipment to the SealMaster location from which the equipment was rented and cannot be returned to any other store.
28. **Late Return.** Upon termination of the rental period, Customer agrees to return the rented equipment during regular store hours of SealMaster. If not timely returned, Customer shall pay an additional charge of 1 ½ times the daily rate for each day until such equipment is returned. In the event the equipment is returned after SealMaster's regular business hours, Customer agrees to be responsible for and pay for any damage or loss of equipment until the SealMaster's next business day.
29. **Termination.** SealMaster may terminate this contract at any time without reason or notice. Upon termination of this agreement, Customer will promptly return the rental equipment and all attachments and parts belonging thereto, to SealMaster's place of business, in the same condition in which such property was received, ordinary wear and tear excepted in the possession or control of Customer hereunder. In the event that the SealMaster must resort to litigation to recover for damages caused to or loss of such property, Customer also agrees to pay SealMaster's reasonable attorney fees and court costs. If the Customer had previously picked up the equipment at a store, the customer must return the equipment to the same store during normal store hours.
30. **Reported Stolen.** Should the rental property not be returned by the due date or demand for return, the SealMaster, at the SealMaster's sole discretion, may report the property stolen and revert any and all weekly or monthly charges back to a daily-use charge times 1 ½.
31. **Dirty, Damaged, Lost or Stolen Equipment.** Customer agrees to clean the equipment prior to returning it and pay for any dirty, damaged, lost or stolen equipment, as an insurer, regardless of cause, except from normal wear and tear, while in Customer's possession and until equipment is returned to SealMaster during normal business hours. Should the equipment not be cleaned, Customer agrees to pay SealMaster \$90/hour for cleaning with a minimum charge of \$250. Accrued rental charges are in addition to the purchase or cost of repair of damaged, lost, or stolen equipment. Equipment damaged beyond repair will be paid for at its replacement value when rented. The cost of repairs will be borne by Customer, whether performed by SealMaster or, at the option of SealMaster, by others.
32. **Tire Replacement.** Customer acknowledges that repair and/or replacement of tires is not included in the rental rates and Customer agrees to pay for repairs or any replacement of tires damaged during Customer's possession.
33. **Time of Payment.** Customer agrees to pay in full at the time of the rental, unless SealMaster approves Customer credit terms. No offsets shall be allowed. Customer must notify SealMaster any disputed amounts within 15 days after receipt of invoice.
34. **Collection Costs.** Customer agrees to pay all reasonable collections, attorney's fees, court costs, and other expenses involved in the collection of the charges or enforcement of rights of SealMaster under this Agreement. Customer agrees to pay \$75 for any check declared as insufficient funds and pay 1 ½ % monthly interest until the balance is paid.
35. **Repossession.** Upon failure to pay rent or other breach of this Agreement, SealMaster may terminate this Agreement and take possession of and remove the goods or equipment from wherever they are, without notice, and SealMaster and its agents shall not be liable for any claims for damage or trespass arising out of the removal of the goods or equipment.
36. **Theft Warning.** Failure, refusal, or neglect to return the rental property within 48 hours after the agreed rental period has expired or been terminated, or the presenting of false, fictitious, or misleading identification to SealMaster shall be prima facie evidence of an intention to commit larceny.
37. **Duty of Care.** Customer agrees to not operate the equipment in a careless or negligent manner.
38. **Loading and Unloading Goods and Equipment.** If SealMaster is delivering equipment or product to Customer or picking up equipment from Customer, Customer is responsible for loading and unloading the goods or equipment. If employees of SealMaster assist in loading and unloading the goods or equipment, Customer agrees to assume the risk

of, and hold SealMaster, its officers, agents, and employees harmless from any claim for property damage or personal injuries.

39. **Towing Equipment Requirements and Inspection.** To properly tow the equipment on trailers, a 3” pintle hitch set between 19” and 27” from the ground is required. The unit is equipped with electric brakes, 7 flat RV-style connector, and working light harness. Customer agrees to inspect the trailer coupling and safety chain before towing. Customer also agrees to inspect the equipment periodically to make certain the tires are properly inflated, the lights work, and the hitch and safety chain are properly installed and secure.
40. **Damage to Property Transported.** Customer waives all claims for loss or damage to property transported in or on the equipment.
41. **Damage to Vehicles.** Customer is responsible for all damage to all vehicles involved in transporting the equipment, including, but not limited to, bumper damage.
42. **Valid Driver’s License.** Customer will provide SealMaster a copy of a valid driver’s license.
43. **Insurance.** Customer, at its own expense, agrees to have adequate insurance coverage for such loss and damage during the rental period. The Customer shall exercise all rights available to Customer under the said insurance policy and make all action necessary to process said claim. Customer further agrees to assign said claim and all proceeds from such insurance to SealMaster. Upon request of SealMaster, Customer shall instruct its insurance carrier to **name _____ (business name) as additionally insured**, and provide SealMaster with certificate of insurance stating this is in effect throughout the rental period. The insurance must include a minimum of \$1,000,000 general liability insurance for contractual liabilities herein, property insurance against loss by all risks to the equipment in the amount equal to or greater than the Manufacturer’s Suggested List Price, worker’s compensation insurance as required by law. In the case of renting vehicles and applicators on trailers, complete automobile, trailer and towing insurance must be provided, including comprehensive, collision, uninsured/underinsured motorist coverage. Customer agrees to waive any and all rights of recovery or subrogation as allowed by local law. Customer’s failure to procure and maintain applicable insurance as described above does not relieve Customer from any liability that was otherwise be covered. To the extent that SealMaster entities carry insurance, such shall be considered excess insurance.
44. **Taxes and Local Regulations.** At all times, until the equipment is returned to SealMaster, Customer shall comply with all local regulations related to the equipment’s use including paying for any and all taxes, fees, licenses, permits, assessments (“expenses”) arising out of use in the local jurisdiction. Customer agrees to these expenses whether they appear as part of this contract or whether said expense is later on claimed by a government authority. In the event of a claim against SealMaster by any government authority for expenses arising out of this transaction, Customer agrees to pay to SealMaster said expenses plus interest upon demand.
45. **Disclaimer of Agency.** Customer acknowledges that Customer is not an agent of SealMaster for any purpose.
46. **Severability.** The provisions of this Agreement shall be severable so that the invalidity, unenforceability, or waiver of any of the provisions shall not affect the remaining provisions or hereof.
47. **Notice of Non-Waiver.** The failure of SealMaster at any one or more times to insist upon strict performance by Customer of the conditions and terms of this Agreement shall not be construed as a waiver of SealMaster’s right to demand strict compliance.
48. **Integration.** This Agreement comprises the entire Agreement between the parties, and it is acknowledged that there are no understandings, representations, warranties, or promises, verbal or otherwise, pertaining to this Agreement or to the equipment, which are not incorporated herein. Furthermore, this Agreement shall not be waived or altered, in whole or in part, except in writing signed by the parties.
49. **Jurisdiction.** The laws of _____ California _____ (state) and _____ Kern _____ (county) shall govern the construction and enforcement of this agreement.
50. **Jury Trial Waiver.** In any dispute arising out of, in connection with, or in any way pertaining to this contract, Customer, _____ (name of business), and SealMaster entities hereby knowingly, voluntarily, and intentionally waive any right to a trial by jury. This waiver being a material inducement to entering into this contract.
51. **Miscellaneous.** This Agreement does not, in any manner, appoint or constitute Lessee as a Lessor’s agent or legal representative for any purpose whatsoever. This Agreement rescinds and supersedes all prior oral or written agreements between the parties and sets forth the entire agreement between them. Neither this Agreement nor any amendment or modification of it shall be binding unless in writing and executed by all parties to this Agreement. This document contains the complete Agreement between the parties and cannot be modified except in writing approved by Lessor and Lessee. This shall be binding upon the parties hereto, their respective legal representatives, heirs, successors, and assigns.
52. **Construction.** The paragraph headings used herein are for convenience only and not to be used in construing the meaning or intent of any of the terms or provisions of this Lease Agreement.

IN WITNESS WHEREOF, the SealMaster and Customer have executed this agreement on this _____ day of _____, 20__.

I, the Customer, hereby acknowledge that I have read, understand, and will abide by all of the above terms and conditions of this Agreement.

CUSTOMER: _____

Name of Business

By: _____
Name

By: _____

Its: _____
Title

Its: _____

Proof of Certificate of Insurance Requirements for the following equipment:

- CP125
- SM125
- Drop Tank
- Storage Tank
- _____ (other)

When Contractor is renting any of the above, the Contractor must name _____ (name of business) as additionally insured and provide written proof of such coverage (*Please see attached Certificate of Liability Insurance sample*). The Certificate of Insurance must include at a minimum:

Commercial General Liability	<ul style="list-style-type: none"> • To be written on an Occurrence Form • Limits not less than \$1,000,000 Each Occurrence Bodily Injury and Property • Damage to Rented Premises \$50,000 • Medical Expense for Any One Person \$5,000 • Personal and Adv Injury \$1,000,000 • General Aggregate \$2,000,000 • Products – Comp/Op Agg \$2,000,000
Automobile Liability	<ul style="list-style-type: none"> • For CP125, SM125, Sealer Dispensing Units, and Drop Tank. Not required for Storage Tank. • To include Comprehensive and Collision Cover for all Leased, Hired, and Rented Automobiles • Limits of liability of not less than \$1,000,000 Combined Single Limit
Leased/Rented Equipment	<ul style="list-style-type: none"> • Inland Marine Coverage including specific endorsement for “Contractors Equipment Leased or Rented from Others”. • Not less than current Manufacturer’s Suggested Retail Price • Cause of loss should be ALL RISK

Have your insurance company list the below as a “Loss Payee and Additional Insured ATIMA”. Please name the Certificate Holder for the Certificate of Insurance as listed below:

Name of Business: _____
 dba SealMaster
 Address: _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Agency Name Address City, State, Zip	CONTACT NAME: Insurance Agent Contact Name
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ of Agent
INSURED Leesee Name Address City, State, Zip	INSURER(S) AFFORDING COVERAGE
	INSURER A : Insurance Carrier Name
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____	X		Policy Number	00/00/0000	00/00/0000	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		Policy Number	00/00/0000	00/00/0000	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<input type="checkbox"/>	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ \$
<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Leased/Rented Equipment	Y		Policy Number	00/00/0000	00/00/0000	Limit per item/occ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Equipment Leased, Serial Number, & Value:
 Krebs Corporation is listed as a Loss Payee and Additional Insured ATIMA in respects to the above listed item.

Auto: Comprehensive & Collision Coverage applies to Hired Autos

CERTIFICATE HOLDER Name: _____ Address: _____ _____ _____	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Signature of Agent Required
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



Revised 03/22/2017

Initial _____ Page 9 of 10

Credit Card Letter of Authorization

I hereby authorize SealMaster to charge the credit card for any and all additional expenses related to the rental of SealMaster equipment including but not limited to days rented, materials used, fuels and liquids replenished, excessive wear and tear and damage, and any delivery or pickup fees. Please use the following credit card account. I agree that my email or facsimile signature shall be binding as an original:

Credit Card Number: _____ Exp: _____ Code: _____

Card Billing Address: _____

Cardholder Name: _____

Cardholder Signature _____ Date: _____

(Please attach a copy of driver's license and insurance certificate)



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: May 25, 2021

FROM: Sally Faircloth

SUBJECT: Request authorization to purchase 300 Tons of Plant Mixed Asphalt

RECOMMENDED ACTION:

Request Board: A) declare Bowman Asphalt of Bakersfield, CA the successful bidder for 300 Tons of Plant Mixed Asphalt per Bid No. RD21-05; and B) authorize the purchase of Three Hundred (300) Tons of Plant Mixed Asphalt from Bowman Asphalt of Bakersfield, CA in an amount not to exceed \$50,971.50.

SUMMARY/JUSTIFICATION:

The Road Department solicited bids from suppliers of Plant Mixed Asphalt in April 2021 to stockpile needed material for 2021 season. The stockpiled material will be used for maintenance work on Inyo County roads. Bids were opened on May 17th, 2021 and two bids were received:

Bowman Asphalt of Bakersfield, CA	\$50,971.50
Granite Construction Company	\$61,406.25

The Road Department has reviewed the bids for responsiveness. The Road Department is recommending your Board authorize the purchase of Three Hundred (300) Tons of Cold Mix Asphalt from Bowman Asphalt of Bakersfield, CA. The total expense, including applicable taxes is not to exceed \$50,971.50

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this purchase. This is not recommended, as the materials are needed to perform necessary road maintenance projects. If the purchase is not approved, the Road Department would need to re-advertise the Bid Package which would delay maintenance work and could result in less favorable bids.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor

FINANCING:

The funding for these asphalt materials to be used in road maintenance will be paid from the Road Department Budget 034600, Object Code 5309 Road Material.

ATTACHMENTS:

1. RD21-05 Bid Tab
2. Bowman Asphalt Bid

APPROVALS:

Sally Faircloth	Created/Initiated - 5/12/2021
Darcy Ellis	Approved - 5/12/2021
Sally Faircloth	Approved - 5/19/2021
Michael Errante	Approved - 5/19/2021
Breanne Nelums	Approved - 5/19/2021
Marshall Rudolph	Approved - 5/19/2021
Amy Shepherd	Approved - 5/19/2021
Michael Errante	Final Approval - 5/19/2021

COUNTY OF INYO BID TABULATION

Project Title & Bid No. RD-21-05- Plant Mix Asphalt

Bid Opening Date: 5/17/2021 Location: County Admin Center

	BIDDER NAME	Base Bid	Bid Additive A	Bid Additive B	Bid Additive C	Total Base Bid and Additives	Bond
1.	Granite Construction Co.					66,406. ²⁵	
2.	Bowman Asphalt					50,971. ⁵⁰	
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							

Opened By: Denelle Cav

Present: Monica Tol



COUNTY OF INYO (760) 878-0201

MATERIAL OR SERVICES
TO BE DELIVERED TO: INYO COUNTY ROAD DEPARTMENT

RETURN BIDS TO: INYO COUNTY BOARD CLERK
COUNTY ADMINISTRATIVE CENTER
P.O. BOX N
224 NORTH EDWARDS STREET
INDEPENDENCE, CA 93526

BID OPENING: DATE: Monday, May 17, 2021 TIME: 3:30 P.M. (PDT)

Prices quoted FOB DESTINATION UNLESS OTHERWISE STATED.
MAKE YOUR BID OR QUOTATIONS IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.
IMPORTANT: Bid must be sealed with bid number as indicated above on the outside of the envelope.
Read the Instructions and Conditions before making your Bid or Quotation.

INSTRUCTIONS & CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the bidder. If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in a separate sealed envelope with bid number, on outside, and must be submitted to the Inyo County Board Clerk, not later than the hour and day specified hereon, at which time it will be publicly opened and read. A properly addressed and bid numbered envelope, without postage, is included for your convenience.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than 10 days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidders expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries or offers for delivery, which do not meet the specifications will be for the account of the vendor.
13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.

- 14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
- 15. Quotations are subject to acceptance at any time within 30 days after opening same, unless otherwise stipulated.
- 16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
- 17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from the mailing list.
- 18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as County of Inyo, as such papers may be accepted by the carrier as proof of the exempt character of the equipment.
- 19. **There is a contracting preference of 5% for small business enterprises and 8% for local businesses available for this Request for Proposals (bids). To be eligible for the preferences, a small business enterprise must submit proof of state registration as a SBE with its bid and a local business must provide certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.**

THE FOLLOWING MUST BE FILLED IN BY THE BIDDER IN SUBMITTING HIS/HER BID:

DATED AT Bakersfield, CA (CITY & STATE)

May 17, 2021

CASH DISCOUNT TERMS N/A

To the County of Inyo: We (I) hereby agree to furnish the articles and/or services, at the prices and terms stated subject to the instructions and conditions set forth in this bid.

NAME OF COMPANY Bowman Asphalt, Inc.

NAME OF COMPANY REPRESENTATIVE (PRINTED) Jim Williams

COMPANY REPRESENTATIVE SIGNATURE 

STREET ADDRESS 3351 Fairhaven Drive

CITY AND STATE Bakersfield, CA 93312

PHONE NUMBER 661-334-1356

FAX NUMBER 661-334-1879

**SCOPE OF WORK/SPECIFICATIONS FOR
PROVISION OF PLANT MIXED ASPHALT**

Base Bid

ITEM	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE
1	½" SC-800 Cold Mix Asphalt	300	Ton	\$102
2	Delivery to Furnace Creek Road/Tecopa Table, CA	300	Ton	\$60

1. MATERIAL

Aggregate shall conform to the 2015 Standard Specifications, State of California, Department of Transportation, for type A Asphalt Concrete 1/2" gradation.

Liquid asphalt binder shall be SC-800.

On delivery, the Contractor shall furnish a certificate of compliance, showing that the material in each shipment conforms to all specification requirements. If the material when sampled and tested, fails to meet any specification requirements, the Contractor shall immediately replace any of such material remaining unused with material that meets the specifications. The County will make no payment for any portion of material already used, which is found to fail to meet specification requirements by those tests.

2. DELIVERY

Prices will be F.O.B. delivered to a mixing table near Furnace Creek Road/ Tecopa, CA. The mixing table coordinates are located at Lat 35.814013, Lon -116.146205.

Coordination with the Inyo County Road Department (760-878-0202) will be required after award for delivery of product to the mixing table.

3. BID SUBMITTAL

Please submit your bid in a SEALED envelope labeled with "**BID NO. RD21-05 – Plant Mixed Asphalt**" and the name of the Bidder printed on the outside of the envelope.

Bids must be submitted by the time and date specified below to the Inyo County Board Clerk, P.O. Drawer N (mail), Independence, CA 93526, or by delivery to the Board Clerk at 224 N. Edwards Street, Independence, CA 93526 by or before **3:30 P.M. on May 17, 2021.**

Note: PLEASE BE ADVISED that despite information you may receive from mail services, "Overnight" delivery by the USPS, UPS, FedEx, and other carriers is often scheduled as a two-day delivery due to the remote nature of Inyo County.

For questions or comments regarding specifications please contact Sally Faircloth at sfaircloth@inyocounty.us or (760)-878-0202

NOTE: YOUR NAME & ADDRESS (NOT HANDWRITTEN) MUST APPEAR ON THE ENVELOPE WHEN RETURNING YOUR BID. ENVELOPES WITHOUT A RETURN ADDRESS WILL BE DISPOSED OF WITHOUT BEING OPENED.

Base Bid	
Subtotal	30,600
Sales Tax (7.75%)	2,371.50
Shipping Charge	18,000
Total	50,971.50

Total of Base Bid: \$50,971.50

Bid prices will remain valid and in effect through June 30, 2021

Indicate any exception to the bid:
N/A



END OF BID PACKAGE

This bid was received on 5/17/21
 2020 12:55pm
 ATTEST: Clint Quilter, Administrative Officer
 and Clerk of the Board Inyo County, California
 By Monica [Signature] Assistant

ANNUAL REPORT
INYO COUNTY FILM COMMISSION
JULY 2020 TO JUNE 2021

AN UPSIDE DOWN, SIDEWAYS YEAR FOR FILMING

A 100 MEMBER NISSEN COMMERCIAL CONCERNED KEELER RESIDENTS



Christopher Langley
Inyo County Film Commission
Box 99
Lone Pine, California 93545

GENERAL DESCRIPTION OF THE 2020-2021 YEAR IN FILMING

We all have been through quite a bit in this last fiscal year. Nothing is quite the same, or even close to the same, but we have struggled through it and tried to make the best of it. That includes those involved in the film industry, across the nation, in California, and here in Inyo County.

The 2020-2021 year beginning July first saw virtually no film projects, and almost no inquiries the first three months. The future looked bleak even as people adjusted to masks, social distancing, and made it a political issue rather than a health issue.

Then at the end of September all that began to change, and production



companies began to realize filming was a low risk industry and with care and patience perhaps could be managed. Just as our first commercials began to come on location, our County Health Department, the California government, and Los Angeles film production companies began to realize there was a way forward. A new job description, Covid



Containment Officer, was created and people were trained. Protocols were development to satisfy the science of the pandemic and we had a Toyota car commercial coming to Lone Pine, the Alabamas, and Whitney Portal.

Luckily the Location Manager was a friend of mine with whom I had worked several times from my beginning as film commissioner. He kept me closely involved and explained how they were proceeding. He also met me when the crew and talent and cars came on location.

Through the four days stay he told how things had changed, how it took several days for people to work smoothly together. But his point was this: "It's workable." I asked to be treated like one of the crew showing up and I went through the protocol: a survey and temperature check. The assumption was I had already been tested and was negative before travelling here. That threw open the door and several projects large and small came filming safely.

COVID PANDEMIC AND VACCINES

The pandemic as it developed changed a lot of things. Protocols were developed (see above) and sometimes after testing and finding several positives, the project managers simply threw in the towel and left. One project after several weeks of scouting and pre-production, at Anchor ranch experienced the "talent" (actors and or models) all test positive upon arrival. When the producers sent for a new group, they also tested positive. Out came the towel and a rather large crew departed for home. As the vaccines became available, as with the general national population, many decided to get vaccinated and many didn't. Enforcement of masks, social distancing, hand washing became more and more important with four or more security people on site to make sure everyone was respecting the behavioral limits.

At the Nissen commercial referenced in the cover photos, the crew was staying at the Quality Motel. They asked me to find a local "team" member to check everyone in for testing, and make sure everyone was tested. Michelle Green of the Lone Star Bistro volunteered, and she said it was an organized but challenging process. (She did get paid by the production company.)



FIRES, SMOKE, BRIMSTONE

Remember the fire season last year in California? It was the worst ever and the smoke created visual problems for several companies. However, they mostly said it was better here in Inyo than most other locations.

IMPACT OF INCREASED VISITATIONS ON FILMING LOCATIONS

The Alabama Hills is probably the most used and favored location here. By January visitations in that scenic and preferred location had quadrupled from years past. That interfered with location filming, as the public has first choice even when the production company has gone to the trouble and gotten permits.

As the days and weeks wore on, toilet paper, run-over brush, (remember “Don’t Crush the Brush” pins, stickers, and postings?) and roads being widened and the edges vandalized, grew worse. The BLM brought in Porta potties, six of them, that with their green color, stuck out like sore thumbs. But Ranger Dave Kirk said it was making a noted difference in all the human waste being left behind. It was obvious that a certain number of campers had never experienced camping before. (“Well, Mildred, I wonder how you set up this tent thing. Which end goes up?”)

While the management plan was nearly finished, an RV group registered a challenge to some things in the plan. It was their right. Luckily, the judge did not put a stay on implementations, and the BLM continued to struggle with how to choose the fifty or less campsites, down from 120 plus, and how to indicate where each was located.

After working more than ten years with the Stewardship Group getting the National Scenic Area designation, I have never seen the hills look worse. I feel a deep personal disappointment.

However, films and commercials were able to complete their projects even with all this difficulty.

FEDERAL COURT RULING: NO PERMITS, NO FEES

Filming continued at a healthy rate until through the beginning of the new year when a Federal A.D.C. judge in Virginia “found it an unconstitutional content-based restriction in free speech to make filmmakers pay to shoot in national parks just because their work is commercials” (Ashley Cullins, THR, ESQ January 25, 2021.) The story continues “Indie director Gordon

Price in December 2019 sued the U.S. Attorney General (William Barr) along with officials from the Department of the Interior and National Park Service challenging the constitutionality of the rule. In late 2018, two NPS officers issued Price a citation for filming without a permit in public areas of the Yorktown Battlefield....He argued that what happened to him amounted to 'content-based prior restraints' on free speech. The statute at issue didn't require a permit for non-commercial filmmaking, and there was a specific exemption for news-gathering."

This applied to all public lands managed by the Department of the Interior and NPS lands. The BLM was advised by their council to immediately stop issuing permits and charging fees until the decision was analyzed. A location manager informed me and later that day BLM employee Eli Lane called, followed by Steve Nelson. Confusion reigned for three weeks, until such time that permits could be issued based on impact on the resource, rather than the old issue of commercial use.

CHANGING BLM PERSONNEL

Soon after, Eli Lane left the BLM here when his wife was reassigned, and an interim employee was assigned filming permits. When I consulted with him, he said he wanted all communications requesting permits being in writing and that if the group is less than fifteen and the agent did not see them as any risk to the resource, they could film without a permit. While this might sound like a significant loss of revenue for the BLM, it probably isn't since the permitting fees never did fully cover BLM expenses. Unfortunately for the hills, after a tough year Dave Kirk is taking six months off that are well earned. The BLM says it will have personnel checking in on the welfare of the rocks during that time.



SMALL FILMS, LARGE COMMERCIALS

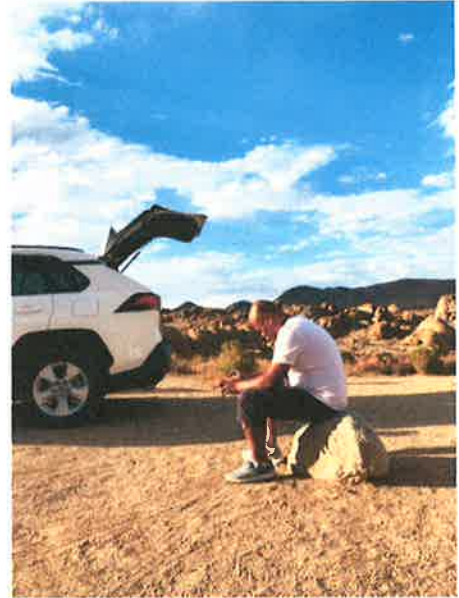
One of the interesting quirks of this year is that we have had six short films, all westerns in the hills. We will be showing several of these at

the 2021 Lone Pine Film Festival that has the theme of “The Great Western Comeback.”

HERE A DRONE, THERE A DRONE, EVERYWHERE A DRONE-DRONE



Another thing that has changed is almost every production except the short films arrive with one or more drones. A British production about Bodie and the Alabamas was sending a small cadre of



filmmakers to come here to film. I warned them I thought at that point they might have trouble getting the crew through customs because of the pandemic. Soon the group was only five then two and then instead of British they were going to be local drone operators. That dropped to one and they asked me to help him get a spectacular sunset, rocky landscapes, and a beauty shot. We managed all, but the operator was surprisingly casual, sitting a lot of the

limited time. I was disappointed by his attitude, but I bet the results were spectacular even so.

“INVASION” CAUSES CONFUSION, BUT STAR GETS NOTICE

The Amazon film with the working title of “Invasion” got off to a bumpy start but managed several days of filming right in the middle of town. The star who was quiet and very serious about his work turned out to be a budding star. His name is Riz Ahmed, and he had a nomination for best actor in the Golden Globes and one for best actor in the Oscars. It was not for our movie but he was very present at both award ceremonies Although he

didn't win he is clearly on his way to star power. Makes me really looking forward to his performance in our film when it premieres on Amazon.

4 MILLION SUBSCRIBERS ON YOU TUBE IS BIG BUSINESS!



4 million subscribers sound like a lot, but YouTube pays cash to the producers of the content for every 2000 people who tune in, or so I am told. So, when friend Brent Underwood, owner of the Cerro Gordo Camp, asked if I would meet two guys with a lot of subscribers, and show them around, I was curious. He said their names are Sam and Colby. Their full

names are Samuel Golbach, 21, and Cole Brock, 20.

We met at the Mt. Whitney Restaurant and boy were they fun and lively, and amazing at self-promotion. It was one of those serendipitous events that I fully enjoyed this year. They were now very interested in local ghost stories of which there are many up at Cerro Gordo. For instance, Alphonse used to "live" at the American Hotel, now burned to the ground. Many people have reported seeing him according to Robert Demarais, caretaker. The boys brought two assistants, and we had great fun wondering about the famous ghost and where he "lived" now that the hotel was reduced to ash.

We toured town, the reservation, and other points of interest. Then we ended up at the museum where Sam and Colby did an interview with Robert who was now staying in Gardnerville, or was it Minden? They did the interview over an iPhone and recorded it to be part of one of their podcasts. The youth of America are a lot of things, but indefatigable is certainly one of them.

ALERTING THE PUBLIC THERE IS FILMING A FOOT

In Keeler, on Main Street and for some businesses, people have been disturbed when a film company without or with little warning show up. I have taken the pledge to let people know when I know they are coming. Museum Director Shawn Lum walked the sidewalks getting to know business owners while passing out a note that something was scheduled to film on Main. I will try to make that a standard procedure to help film companies film undisturbed.

FILM HISTORY WRITERS WILL BRING EXTRA ATTENTION TO OUR LOCATIONS.

During the year I had the pleasure of working with several writers who were engaged in creating books about specific films made here. Jans Wager, author of several books about women in film noir, is working on a book



about “The Hitch-hiker,” considered a classic noir, directed by Ida Lupino. She was one of the very few female directors working in the 1950s. If you include her work in television and her seven feature films, she is undoubtedly the most prolific female director ever.

I also got to spend a full day with producer David Kappes

who is doing a book for University of New Mexico Press on Randolph Scott who made four movies here in the Alabamas, with a special focus on “Ride Lonesome.” I had to study up and find the locations for all four and be able to find them. Besides being fascinated by these specialists, one a professor another a producer of documentaries like “Anne Frank,” I learned the locations and very informative facts about the filming. I believe Jans will be back at the film festival accompanying me in my special tour of “The Hitch-hiker.”

SUMMARY AND CONCLUSION



Those are some of the high points, low points, and new normal aspects of the 2020-2021 filming during the fiscal year. Still to



come before July are an electric truck commercial, a clothing line for the Fall catalog, and a still shoot of a new car. Time will tell if they all will make it.

When all said and done, with lots of interruptions, slowdowns and some positive Covid tests, I estimate there were at least thirty projects of various sizes and duration here. Not bad for less than what amounts to a half year of activity.

Certainly, we have all had both a strange and challenging year, but from someone not noted for being an optimist, I am excited about the coming year and the next three years. New formats, new projects, new people, old friends, and lots of creative problem-solving. I love it and I love my job. Thank you for the vote of confidence in my new contract. I will see you four times each year, but frankly I look forward to seeing you in person soon.





County of Inyo



Planning Department

DEPARTMENTAL - ACTION REQUIRED

MEETING: May 25, 2021

FROM: Cathreen Richards

SUBJECT: Comprehensive River Management Plan for the Amargosa Wild & Scenic River

RECOMMENDED ACTION:

Request Board: A) receive a presentation from staff regarding the scoping period for the environmental evaluation of a Comprehensive River Management Plan (CRMP) for the Amargosa Wild and Scenic River; and B) approve and authorize the Chairperson to sign a letter commenting on the CRMP.

SUMMARY/JUSTIFICATION:

The Barstow Field office of the Bureau of Land Management (BLM) is seeking comments (draft comment letter attached) on a scoping document for a Comprehensive River Management Plan (CRMP) for the Wild and Scenic section of the Amargosa River (attached). Approximately 23.6 miles of river, 17 of which are located in Inyo County, are protected under the Wild and Scenic Rivers Act (WSRA), near Tecopa (map attached). The WSRA requires agencies with jurisdiction over Wild and Scenic Rivers to develop a CRMP.

The development of the CRMP is subject to a lawsuit filed March 27, 2018, and a Stipulated Settlement Agreement filed August 14, 2018, under the WSRA stating that the Defendants (US Forest Service and BLM) shall issue final CRMPs under the WSRA for eight river segments, including the Amargosa River, no later than December 31, 2024. A CRMP addresses resource protection, development of lands and facilities, user capacities, and other management practices necessary or desirable to achieve the purposes of the WSRA.

The WSRA requires that the free-flowing condition, water quality, and outstandingly remarkable values (ORV) are protected and enhanced. Rivers designated as a Wild and Scenic River (WSR) are classified in one of three categories depending on the extent of development and accessibility along each section. The Amargosa WSR contains examples of all three categories: wild, scenic, and recreational segments. Planning goals vary by segment type as follows:

1. Wild river areas – Those rivers or sections of rivers that are free of impoundments (dams, diversions, etc.) and generally inaccessible except by trail, with watersheds or shorelines essentially primitive and waters unpolluted. These rivers or sections represent vestiges of primitive America.
2. Scenic river areas – Those rivers or sections of rivers that are free of impoundments, with shorelines or watersheds still largely primitive and shorelines largely undeveloped, but accessible in places by roads.
3. Recreational river areas – Those rivers or sections of rivers that are readily accessible by road or railroad, that may have some development along their shorelines, and that may have undergone some impoundment or

diversion in the past.

The section of the Amargosa WSR in Inyo County is approximately 17-miles long (map attached). The segment north and upstream of Tecopa is a wide wash that flows intermittently is classified as Scenic. The segment south of Tecopa runs through the Amargosa Canyon and is classified as Wild. In addition to protecting the river channel a ¼ mile buffer is established by default on either side of the designated river segments. The Scoping Report is based on these parameters. As the planning process moves forward, the baseline boundaries may be modified.

The BLM is preparing an Environmental Assessment for all implementation actions in the CRMP. The Scoping Document is open for public comment from April 30 to June 1st, 2021. It proposes two Alternatives:

Alternative 1 (No Action Alternative) would mean that no CRMP would be prepared. The Amargosa WSR would be managed consistent with the existing management goals and objectives of the Amargosa South, Area of Critical Environmental Concern (ACEC), and as prescribed in the Desert Renewable Energy Conservation Plan (DRECP). Additionally, any activities proposed within or adjacent to the Amargosa WSR would be subject to the regulations set in the WSRA.

Alternative 2 (Proposed action) would adopt a CRMP for the Amargosa WSR that includes the same management as the no action alternative, but also includes desired conditions, standards and guidelines, as well as management strategies, thresholds, and projects to address key issues and achieve the purpose of the WSRA. Most of these actions are a repeat and continuation of the current management identified in the Amargosa South ACEC Plan, and the DRECP, with additional protections.

The land use designations are already in place as well as the management actions that correspond to them. The proposed action is a consolidation of existing laws and guidance documents (WSRA, ACEC, and the DRECP) and only apply to BLM managed lands. The items that will be reviewed are also prescribed and include access and recreation.

According to the CRMP Goals and Objections, the area that the Tonopah and Tidewater Railroad once ran through is included as a Historic ORV and is to be protected. Staff is recommending that the County submit a comment that the BLM consider a Rails to Trails program for the old Tonopah and Tidewater Railroad right of way as it was identified in the Draft Tecopa Community Plan.

With regard to the South Amargosa ACEC, there are several directives for acquiring and/or exchanging land with certain environmental characteristics for protection. Staff is recommending that the County include a comment addressing this with a recommendation that any purchase or exchange of private property for public ownership, include a one to one replacement of private property elsewhere. This will help to offset further losses of private property in Inyo County. There are several parcels in Tecopa that are under BLM ownership that are located along the Old Spanish Trail Highway and within the residential area near Tecopa Heights. These parcels were identified in the Draft Tecopa Community plan for future discussion with the BLM for possible land release.

The Draft CRMP/EA is estimated to be published for public review and comment from September 3rd to October 4th 2021 during which time the planning staff will review and provide the Board of Supervisors with a summary, areas of concern, and recommended comments.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

Bureau of Land Management

FINANCING:

Costs to monitor and respond to work being conducted by other agencies are paid out the Planning Department budget.

ATTACHMENTS:

1. BOS Draft Scoping Comment Letter 5.25.21
2. CRMP Scoping Letter with Attachment
3. Map

APPROVALS:

Cathreen Richards
Darcy Ellis
Cathreen Richards

Created/Initiated - 5/10/2021
Approved - 5/10/2021
Final Approval - 5/18/2021



EL CAMINO SIERRA

BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526

TELEPHONE (760) 878-0373

e-mail: dellis@inyocounty.us

MEMBERS OF THE BOARD
DAN TOTTEROH
JEFF GRIFFITHS
RICK PUCCI
JENNIFER ROESER
MATT KINGSLEY

CLINT G. QUILTER
Clerk of the Board

DARCY ELLIS
Assistant Clerk of the Board

May 25, 2021

Bureau of Land Management (BLM) – Barstow Field Office
Attn: Amargosa Wild and Scenic Comprehensive Management Plan
2601 Barstow Road
Barstow, CA 92311

RE: Amargosa Wild and Scenic River, Comprehensive River Management Plan

Field Manager Katrina Symons:

On behalf of the Inyo County Board of Supervisors, I would like to thank the BLM for providing the opportunity to submit scoping comments on the Amargosa Wild and Scenic River, Comprehensive River Management Plan. The Amargosa River is a unique feature in the Mojave Desert, particularly where it runs through Inyo County. This section of the Amargosa also includes the disadvantaged community of Tecopa. The Board of Supervisors encourages the BLM to treat the Amargosa as the special place that it is, along with a balanced approach with regard to the needs of the Tecopa community.

Inyo County has a long history of encouraging access to its natural beauty, to this end, we urge the BLM to strive to maintain multiple use access within the project area to the extent possible. This includes access to existing activities, roads and trails. We would also like to point the BLM to a Draft Community Plan created by and for the community of Tecopa. It can be found on the Planning Department webpage under Long Range Projects, Plans and Studies:

<https://www.inyocounty.us/services/planning-department/long-range-projects-plans-and-studies>.

The Board agrees with the area of the historic Tonopah and Tidewater Railroad being included as a Historic Outstandingly Remarkable Value to be protected. Based on the desires expressed in the Tecopa Community Plan, we would also like to encourage the BLM to evaluate a Rails to Trails program for the old Tonopah and Tidewater Railroad right of way from Death Valley Junction to Tecopa. We would also like to see the BLM work with the local communities and county staff on this.

With regard to the South Amargosa ACEC, there are several directives for acquiring and/or exchanging land with certain environmental characteristics for protection. The Board strongly suggests that the BLM evaluate any potential loss of privately owned land to include a one to one replacement of BLM land to make up for it. This will help to offset further losses of private property in Inyo County where less than 2-percent of the land is in private ownership. There are several parcels in Tecopa that are under BLM ownership. These parcels are located along the Old Spanish Trail Highway and within the residential area near Tecopa Heights. These parcels are identified in the Draft Tecopa Community plan for future discussion with the BLM for possible land release and

would make good candidates for the evaluation of possible land exchanges (private/public) during this planning process.

In closing, I would like to state again that the Amargosa River is a unique and special feature in Inyo County. The Board supports the appropriate management of it and encourages this be done with sensitivity to the surrounding communities, especially Tecopa.

Sincerely,

Jeff Griffiths, Chairperson
Inyo County Board of Supervisors

CC:

Supervisor Rick Pucci
Supervisor Jeff Griffiths
Supervisor Jennifer Roeser
Supervisor Dan Totheroh
Supervisor Matt Kingsley
Clint Quilter, County Administrative Officer
Jimmy John Thompson, Chairperson Timbisha Shoshone Tribe



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
Barstow Field Office
2601 Barstow Road
Barstow, CA 92311
www.blm.gov/office/barstow-field-office

In Reply Refer To:
6400 (P)
LLCAD0800

APR 30 2021

Dear Interested Party:

The Bureau of Land Management, Barstow Field office is pleased to provide the following document in support of the public scoping for the Amargosa Wild and Scenic River (WSR) Comprehensive River Management Plan (CRMP). The CRMP would identify the Outstandingly Remarkable Values (ORVs) for the WSR as well as outline the programmatic management direction for protecting and enhancing the rivers ORVs, free-flowing condition, and water quality. All implementation activities will be assessed, and the effects will be analyzed in the environmental analysis document.

This Scoping Letter initiates the public scoping process for development of the CRMP. This includes a description of the CRMP location, purpose of and need for action, decision to be made, a list of proposed ORVs, and the proposed action.

The Barstow Field Office is preparing an Environmental Assessment (EA) for all implementation actions in the CRMP. The Environmental Assessment will evaluate the direct, indirect, and cumulative environmental impacts that could result from the proposed management actions and alternatives. Public scoping comment are encouraged in the future as that process develops.

Milestone	Estimated Date
CRMP Scoping	April 30-June 1, 2021
Draft CRMP/EA for public review/comment	September 3, 2021 - October 4, 2021
Final WSR Boundaries Noticed in Federal Register	January 28, 2022
Decision Finalized	January 28, 2022

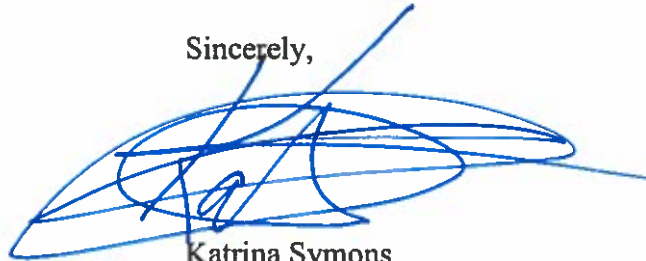
The purpose of this solicitation is to provide the public with an opportunity to provide scoping comments as the BLM moves into the development of the draft CRMP/EA. We are inviting you to participate in the planning process by identifying resource concerns and management objectives that the BLM may take into consideration as the CRMP is developed. We also encourage comments that assist us in further delineating the scope of alternatives, environmental impacts, and other issues of public concern.

Pursuant to the Wild and Scenic River Act (WSRA), when a WSR is designated, a ¼ mile buffer on either side of the river segment is considered as part of the WSR by default. This boundary may be adjusted during the planning process. We are also soliciting input from the public as to any suggested modifications to this interim boundary to be considered during the planning process.

The Public Scoping Period for receipt of comments is April 30, 2021 through June 1, 2021. All comments must be written, and comments may be sent to the attention of Chris Otahal, Wildlife Biologist, Barstow Field Office, 2601 Barstow Road, Barstow, CA 92311. Alternatively, comments may be provided via e-mail at: [BLM CA AmargosaWSR Plan@blm.gov](mailto:BLM_CA_AmargosaWSR_Plan@blm.gov). Due to current local and State orders concerning COVID-19, there will be no in-person public meeting associated with this solicitation. However, an informal web-based presentation will be provided by the BLM on May 12, 2021. For information regarding how to participate in this presentation, contact Chris Otahal at the address above.

Individual respondents may request confidentiality. Private Citizens may request to withhold their name and/or street address from public review or from disclosure under the Freedom of Information Act. If you would like your information withheld, please make your request prominently at the beginning of your letter. Such requests will be honored to the extent allowed by law. All submissions from organizations or businesses, and from individuals identifying themselves as representatives or officials of organizations or businesses, will be made available for public inspection in their entirety. For additional information concerning this solicitation contact Chris Otahal at the above address, or phone (760) 252-6033.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Katrina Symons', is written over a large, scribbled-out area of the document.

Katrina Symons
Field Manager

Enclosure

Amargosa Wild and Scenic River Comprehensive River Management Plan Scoping
Letter

Amargosa Wild and Scenic River Comprehensive River Management Plan Scoping Letter

United States Department of the Interior
Bureau of Land Management
Barstow Filed Office

Location: The Project Area is delineated by the Amargosa Wild and Scenic River, Inyo and San Bernardino Counties, California

Responsible Official: Katrina Symons
Field Manager
Barstow Field Office

1.0 Purpose and Need

1.1 Introduction

Originally, 26.3 miles of the Amargosa River was designated as a Wild and Scenic River (WSR) through the Omnibus Public Land Management Act of 2009. In 2019, an additional 7.5 miles of the river was added to the WSR through the John D. Dingell, Jr. Conservation, Management, and Recreation Act. These two legislative actions served as amendments to the Wild and Scenic Rivers Act of 1968 (WSRA).

1.2 Project Location

The Amargosa WSR encompasses the designated river segments, as depicted in the figure below, plus a buffer area. By default, under the WSRA, a ¼ mile buffer is established on either side of the designated river segments. This Scoping Report is based on these parameters. As the planning process moves forward, these base line boundaries may be modified.

1.3 Purpose and Need

The WSRA requires agencies with jurisdiction over the WSR, in this case the Barstow Field Office of the Bureau of Land Management (BLM), to develop a Comprehensive River Management Plan (CRMP) for rivers added to the National Wild and Scenic River System in order to protect and enhance the rivers' Outstandingly Remarkable Values (ORVs), free-flowing condition, and water quality. The CRMP establishes long-term programmatic management direction for the WSR through the identification of implementation goals and the development of implementation actions to meet those goals.

1.4 CRMP Goals and Objectives

The planning goals for the Amargosa WSR are as follows. Using the time of designation as a baseline, the BLM will ensure that through its management that the free-flowing condition, water quality, and outstandingly remarkable values of the Amargosa WSR are protected or enhanced. Rivers designated as a WSR are classified in one of three categories depending on the extent of development and accessibility along each section. The Amargosa River WSR contains examples of all three categories: wild, scenic, and recreational segments (Figure 1). Planning goals vary by segment type as follows:

1. Wild Segment – Management of the wild river segment will give primary emphasis to protecting values which make it outstandingly remarkable while providing river related outdoor recreation opportunities in a primitive setting.
2. Scenic Segment – Management of the scenic river segment will maintain and provide outdoor recreation opportunities in a near natural setting. The basic distinction between a “wild” and a “scenic” river segment are the degree of development, types of land use, and road accessibility. In general, a wide range of practices or structures could be compatible with scenic values, providing such practices or structures are carried on in such a way that there is no substantial adverse effect on the river and its immediate environment.

3. **Recreational Segment** – Management of the recreational river segment will give primary emphasis to protecting the values which make it outstandingly remarkable while providing river related outdoor recreation opportunities in a recreational setting. Recreational classification is a determination of the level of development and does not prescribe or assume recreation development or enhancement. Management of recreational river segments can and should maintain and provide outdoor recreation opportunities. The basic distinction between a “scenic” and a “recreational” river segment are the degree of access, extent of shoreline development, historical impoundment or diversion, and types of land use. In general, a variety of agricultural, water management, silvicultural, recreational, and other practices or structures are compatible with recreational river values, providing such practices or structures are carried out in such a way that there is no substantial adverse effect on the river and its immediate environment.

One of the main objectives of the CRMP will be to protect and enhance the WSR’s ORVs. To date, the ORVs which have been identified include:

1. **Cultural** – Archeological sites along the river indicate a continuing occupancy by indigenous peoples for over 10,000 year. These sites are located on both sides of the river, in each segment. There is a high concentration of sites within the ¼ mile boundary of the Amargosa WSR, because it is the largest water source in the region.
2. **Historic** – The Old Spanish Trail crosses the river in the central and lower segments of the Amargosa WSR and was one of the few pioneer trails used for both east and west travel. Famed explorers such as Kit Carson and Colonel John C. Fremont, described several sites along these segments. The Tonopah and Tidewater Railroad, which traverses all three segments, provided a historic support function for the remote mining communities located in the Death Valley Region in the early part of the 20th century.
3. **Geologic** – All three segments of the Amargosa WSR have been carved into a colorful array of spires, mesas, cliffs, and canyons over the years by waterflow of varying velocities. The ancient Tecopa Lakebed in the central segment contains fascinating landforms and extensive fossils, including many not recorded frequently in the region.
4. **Recreational** – As one of the few surface water, riparian vegetation, and high canyon density locales in the region, the three protected segments of the Amargosa River offer visitor’s unusual river and canyon-based opportunities for recreation. Among these are hiking, exploration, bird watching, photography and equestrian use, all in rugged and physically challenging terrain. The lower segment provides a unique experience because it includes multiple water crossings and scenic views.
5. **Scenic** – Designated segments of the Amargosa River flow past unusual desert wetlands and hot springs creeks, ancient lakebeds, mesas, mudflats, colorful rock formations, precipitous cliffs, expansive meadows, and even waterfalls. The designated segments encompass an abandoned railroad and human ruins can be found throughout the area. The lush riparian and plant communities present along these segments contrast dramatically with the surrounding stark desert landscape.
6. **Wilderness** – The Tecopa to Sperry Siding segment encompasses a portion of the Kingston Range Wilderness where little human modification of the landscape is evident. This segment provides an opportunity to experience solitude in the natural condition of the Mojave Desert.
7. **Wildlife and Plants** – The Amargosa River flows in a part of the Mojave Desert designated an “Area of Critical Environmental Concern” (Amargosa South ACEC) by the

BLM to protect plants and animals listed under the Federal Endangered Species Act. The Amargosa Vole, Least Bell's Vireo, Southwestern Willow Flycatcher, and Western Yellow-billed Cuckoo are listed animal species which can be found here. The Amargosa Niterwort is a Federally Threatened plant species which can be found here. The California State sensitive Swainson's hawk uses the area for migration. Two desert fish species – the Amargosa Speckled Dace and the Amargosa Pupfish – are endemic to the area and are designated as sensitive species by the BLM.

1.6 Decision Factors

The Field Manager of the BLM Barstow Field Office is the officer who is responsible for determining the adequacy and approval of the CRMP consistent with law, regulation, and policy.

1.7 Conformance with Land Use Plans and Other Documents

The CRMP would be developed in conformance with the following Land Use Plans and Manuals:

California Desert Conservation Area Plan (CDCA 1980), as amended by the Northern and Eastern Colorado Plan (NECO 2002) and the Desert Renewable Energy Conservation Plan (DRECP 2016).

Wild and Scenic Rivers Act of 1968, as amended.

BLM Manual 6400 – Wild and Scenic Rivers – Policy and Program Direction for Identification, Evaluation, Planning, and Management (Public)

The CRMP would cover BLM-managed lands within portions of the Amargosa South ACEC and the Mojave and Silurian California Desert National Conservation Lands (CDNCL).

The development of the CRMP was subject to a lawsuit (filed March 27, 2018) under the Wild and Scenic River Act (16 U.S.C. §§ 1271–83) seeking an order of the Court requiring the defendants (United States Department of Agriculture Forest Service and the Department of the Interior Bureau of Land Management) to prepare river management plans (also referred to as Comprehensive River Management Plans or “CRMPs” for eight rivers designated under the Wild and Scenic River Act (WSRA) on March 31, 2009. In a Stipulated Settlement Agreement (Case 2:18-cv-02448-JFW-GJS) filed by the Court on August 14, 2018, the Court stipulated that:

“Defendants shall issue final CRMPs under the WSRA for the designated river segments of the North Fork San Jacinto River, Fuller Mill Creek, Palm Canyon Creek, Bautista Creek, Owens River Headwaters, Cottonwood Creek, Piru Creek, and Amargosa River not later than December 31, 2024, unless that deadline is modified under paragraphs 2, 4 or 5 of this agreement.”

2.0 Alternatives

This chapter presents the Alternatives that are being considered by the BLM.

2.1 Introduction

The BLM has identified two Alternatives, Alternative 1 (No Action Alternative) and Alternative 2 (Proposed Action) as specified in 40 CFR (Code of Federal Regulations) § 1502.14.

2.2 Alternative 1 (No Action Alternative)

Under this Alternative the CRMP would not be prepared. The Amargosa WSR would be managed consistent with the existing management goals and objectives of Amargosa South ACEC as prescribed in the DRECP (Appendix 1). Additionally, any activities proposed within or adjacent to the Amargosa WSR would be subject to regulation as prescribed in the WSRA. Section 7(a) of the WSRA provides a specific standard for review of developments below or above a designated river whereas Section 7(b) of the WSRA provides a specific standard for review of developments within a designated WSR.

Developments below or above a designated river may occur as long as the project “will not invade the area or unreasonably diminish the scenic, recreational, and fish and wildlife values present in the area on the date of designation.” Developments within a designated WSR may occur as long as the project “will not invade the area or unreasonably diminish the scenic, recreational, and fish and wildlife values present in the area on the date of designation.”

As provided for in BLM Manual 6400 Section 7.4, Management of Activities on Federal Lands Prior to Completion of the CRMP, proposed projects and new decisions (e.g., issuance of a special use permit) on designated river corridors will be evaluated through the National Environmental Policy Act process to ensure they protect and enhance river values (free-flowing condition, water quality, and outstandingly remarkable values). Also, as provided for in BLM Manual 6400 Section 7.5, Management Guidelines for Activities on Designated Rivers, the responsible official must ensure activities on Federal lands meet the protection and enhancement standard set forth in the WSRA. This may include actions outside the river corridor that have the potential to impact outstandingly remarkable values.

2.3 Alternative 2 (Proposed Action)

This alternative would adopt a CRMP for the Amargosa WSR which includes the same management as the No Action Alternative, but which also includes desired conditions, standards and guidelines, as well as management strategies, thresholds, and projects to address key issues and achieve the purpose of the WSRA. Most of these actions are a continuation of current management identified in the Amargosa South ACEC Plan, with additional protections.

Appendix 1 Amargosa South Management Directives from the Desert Renewable Conservation Plan

Amargosa South
<p>California Desert National Conservation Lands Ecoregion: Kingston-Amargosa and Mojave and Silurian Valley</p>
<p>Description/Location: Amargosa South (includes original 2 ACECs areas— part of Amargosa River ACEC and Grimshaw Lake ACEC). This ACEC is between Resting Spring Range Wilderness (to the north), Dumont Dunes to the south (not including the Dunes in this ACEC), Nopah Range Wilderness and the South Nopah Range Wilderness, Ibex Wilderness, Pahrump Valley Wilderness, and Death Valley National Park.</p>
<p>Nationally Significant Values:</p>
<p>Ecological: The Amargosa South Unit is marked by permanent flowing water and wetlands in one of the driest desert areas on the continent, and includes a broad range of habitat types, serving as a magnet for a diversity of plant and wildlife species, including many special status species. The area also provides habitat for several narrowly endemic species, some of which may not have been described by scientists. Public lands within this unit provide critical habitat connections between a number of designated BLM wilderness areas. Due to its diverse bird assemblage and habitat significance, this area has been designated a nationally recognized Important Bird Area. This area contains an unusual invertebrate assemblages associated with caves and springs – some species may not have been described yet by scientists.</p>
<p>Cultural: This unit includes some of the most intact viewsheads in the California Desert which protects the historical integrity of tribally significant landscapes, and cultural landscapes associated with the Old Spanish National Historic Trail. The area contains a portion of the Old Spanish National Historic Trail within the Nopah Wilderness known as Immigrant Pass which is in the process of being nominated to the National Register of Historic Places.</p>
<p>Scientific: A long-term demographic/ habitat assessment study is being conducted in this unit on the Amargosa Vole which is a very narrowly endemic (limited to approximately 18 hectares) remnant from historically wetter times. This unit is also subject of a long-term hydrology monitoring study and long-term breeding bird studies.</p>
<p>Special Designations/Management Plan/Date: The California Desert Conservation Area (CDCA) Plan of 1980 established the Grimshaw Lake /Amargosa Canyon Natural Areas of Critical Environmental Concern. In 1983, the Management Plan for the ACEC divided the single ACEC into two separate ACEC's, the Amargosa Canyon Natural Area, and Grimshaw Lake Natural Area ACECs. In 2002 the Northern and Eastern Mojave Desert Plan amendment to the CDCA plan provided for the designation again of a single ACEC, with the Amargosa Canyon Natural Area, and Grimshaw Lake Natural Area as distinct areas within the Amargosa River ACEC. The Amargosa River ACEC Plan (encompassing Grimshaw Lake) is in preparation.</p>
<p>Relevance and Importance Criteria: Relevant biological resources including wildlife and plant assemblages. The area is critical for bighorn sheep (including connectivity), has a unique plant assemblage of desert grassland, and the area has regionally significant populations of scrub lotus (<i>Acmispon argyraeus</i> var. <i>multicaulis</i>), rosy two-toned beardtongue (<i>Penstemon bicolor</i> ssp. <i>roseus</i>), cottonwood gallery forest and mesquite bosque. Additionally the area provides important bird habitat for prairie falcons, gray vireo, southwest willow flycatcher, least Bell's vireo, yellow billed cuckoo and Bendire's thrasher. The ACEC contains designated critical habitat for the Amargosa vole and occupied habitat for the Amargosa niterwort</p>

and provides important habitat for desert tortoise connectivity and the endemic Amargosa pupfish and Amargosa Speckled dace. Some areas within the ACEC provide a combination of meteorological, geological, hydrological, topographical features that have been identified as important climate refugia (slow/minimized climate changes) for wildlife species. The area contains significant historic and prehistoric cultural resources including the Old Spanish National Historic Trail.

Grimshaw Lake: Relevant riparian, wildlife and cultural values. Permanent flowing water and associated wetlands in the Grimshaw Lake Natural Area provide food, cover and nesting space to a great variety of birds. Many fish, mammals, insects and mollusks present in the natural area have very limited distribution or low population number. This water has also attracted humans for the last several thousand years, and the canyon and surrounding areas offer opportunities for non-intensive recreation.

Amargosa River: Relevant riparian, wildlife and cultural values. Permanent flowing water and associated wetlands in the Amargosa River ACEC provide food, cover and nesting space to a great variety of birds. Many fish, mammals, insects and mollusks present in the natural area have very limited distribution or low population number. This water has also attracted humans for the last several thousand years, and the canyon and surrounding areas offer opportunities for non-intensive recreation.

National Historic and Scenic Trails: This unit overlaps a portion of the Old Spanish Trail.

Recreation Area: Amargosa/Grimshaw and Tecopa Pass Historic Trails Special Recreation Management Areas (SRMAs)

Grazing Allotment: This unit overlaps with the Horsethief Springs Allotment.

Lands with Wilderness Characteristics: This unit contains 26138 acres of lands that would be managed to protect wilderness character. The CMAs for lands managed to protect wilderness character would also apply in those areas.

Overarching Goals: Protect biological values, including habitat quality, populations of sensitive species, climate refugia and landscape connectivity while providing for compatible public uses and ecosystem services (e.g. carbon sequestration).

Grimshaw Lake: Maintain current condition and extent of wetland habitats in order to preserve sensitive biological resources.

Amargosa Canyon: Protect the area's sensitive and rare wildlife, riparian and cultural resources, while still providing for non-intensive recreation. To provide specific administrative guidance for a variety of natural resources present along a small portion of the Amargosa River drainage.

Where the CMAs in this Special Management Plan conflict with the CMAs included in the LUPA, the more restrictive CMA would be applied (i.e. management that best supports resource conservation and limits impacts to the values for which the conservation unit was designated), unless otherwise specified.

This area is included in the California Desert National Conservation Lands. The BLM will manage this area to protect the Nationally Significant Values above. Appropriate multiple uses will be allowed, consistent with this Special Unit Management Plan and the CMAs. If an activity is not specifically covered by the CMAs, it will be allowed if it is consistent with the Nationally Significant Values, but prohibited if the uses conflict with those values.

Designation and Acreage:

BLM Acres of NLCS within ACEC or Wildlife Allocation	BLM Acres within ACEC	BLM Acres within Wildlife Allocation	ACEC Disturbance Cap
142,650	147,930	0	1%

* Acreage values are for BLM managed lands

Objectives (desired future conditions)/Allowable Uses/Management Actions	Resource
<p>Objective: Conserve and protect water resources essential to maintenance of other valued resources and habitats</p> <p>Management Actions:</p> <ul style="list-style-type: none"> • Prohibit new non-administrative, discretionary stream diversions and groundwater-disturbing activities on public lands within the ACEC • Quantify, assert, and protect Federal Reserve water rights for Kingston Range Wilderness, the Amargosa Wild and Scenic River, and Public Water Reserves • File for appropriated water rights to conserve existing water sources that support the ACEC's resources and values • Install and maintain stream monitoring equipment to quantify flows in the Amargosa Canyon • Monitor surface water quality at pre-selected locations to gauge condition and trend • Identify, map, and monitor groundwater sources and springs within the ACEC • Monitor water uses from new BLM land use authorizations within the California portion of the Amargosa watershed <p>Objective: Conserve soil resources to maintain other valued resources and habitats</p> <p>Management Action:</p> <ul style="list-style-type: none"> • Conduct an Order III soil survey for the ACEC that will include a series or association level vegetation map for the ACEC <p>Objective: Maintain riparian habitat, permanent water flow through Amargosa Canyon to ensure stability of natural resources dependent upon continued water flow</p> <p>Allowable Uses: Section 33, Township 21 North, Range 7 East: Public water reserve</p> <p>Management Action:</p> <ul style="list-style-type: none"> • Develop projects to prevent degradation of hydrologic resources 	<p>Soil, water, air</p>

<p>Objective: Maintain or Improve condition of vegetation</p> <p>Management Actions:</p> <ul style="list-style-type: none"> • Remove invasive plants, rehabilitate/revegetated disturbed areas • Protect populations of special status plants and Unusual Plant Assemblages <p>Objective: Monitor the condition of vegetation to inform adaptive management of vegetation in the ACEC</p> <p>Management Actions:</p> <ul style="list-style-type: none"> • Conduct multi-year surveys to establish a vegetation baseline in the ACEC, including populations of listed and sensitive plant species • Monitor changes in vegetation over time, once a baseline is established • Monitor suitable listed and sensitive plant habitat • Track population trends • Identify additional recovery needs • Identify thresholds for substantial change that would trigger the reevaluation of conservation strategies <p>Objective: Reduce non-native riparian plants along the Amargosa River, especially tamarisk</p> <p>Management Actions:</p> <ul style="list-style-type: none"> • Implement the Barstow Field Office's ten-year weed control plan for tamarisk (<i>Tamarix</i> spp.) in upstream portions of the ACEC first and including public, state, and private lands, as feasible • Implement, as needed, a controlled burn program to enhance weed control projects and/or to eliminate refuse from mechanical removal • Restore riparian zones as needed by reintroducing native riparian plant species in areas of weed control and other priority damaged areas • Design projects to enhance nesting habitat of listed and candidate bird species based on local bird surveys, literature review of microhabitat requirements, and advice from avian ecologists • Prohibit non-restoration related fires on public lands within the ACEC <p>Objective: Protect populations and habitats of listed and rare plant species</p> <p>Management Actions:</p> <ul style="list-style-type: none"> • Maintain existing protective fences • Fence and restore closed vehicle routes • Put in place signs identifying known populations that people or other disturbances are impacting 	<p>Vegetation – Including special status species</p>
---	---

Objective: Maintain riparian habitat quality

Management Action:

- Remove tamarisk in Natural Area and allow for native plant growth

Species of concern include:

Tecopa bird's-beak (*Chloropyron tecopense*)

Amargosa beardtongue(*Penstemon fruticiformis* var. *amargosae*)

Stephens' beardtongue(*Penstemon stephensii*)

Pahrump orache (*Atriplex argentea* var. *longitrichoma*)

forked buckwheat (*Eriogonum bifurcatum*)

Kingston Mountains bedstraw (*Galium hillendiae* ssp. *Kingstonense*)

Kingston Mountains ivesia (*Ivesia patellifera*)

Clark Mountain monardella (*Monardella eremicola*)

Parish's phacelia (*Phacelia parishii*)

Rusby's desert-mallow (*Sphaeralcea rusbyi* var. *eremicola*)

Grimshaw Lake

CNPS listed species/ special status species:

- *Cordylanthus tecopensis*
- *Centarium namophilum*
- *Calochortus striatus*
- *Nitrophila mojavensis*

Amargosa Canyon

CNPS listed species/ special status species:

- *Cordylanthus tecopensis*
- *Centarium namophilum*
- *Calochortus striatus*
- *Nitrophila mojavensis*

Unusual Plant Assemblages:

- Mesque bosque
- Salt and brackish water marshes
- Cottonwood Gallery Forest/Woodland

Objective: Protect sensitive species and their habitat by preventing irreparable damage

Management Actions:

- Reduce the numbers of exotic fauna in habitats of listed species habitats using protocols in the ACEC appendix to respond to to: house mouse (*Mus musculus*); free-roaming and/or feral domestic cats; brown-headed cowbirds; and other species as identified

Fish and Wildlife – Including special status species

- Repair portions of the Tidewater and Tonopah (T and T) railroad grade that might cause loss of Amargosa vole populations and habitat from Amargosa River flooding where ecologically feasible and economically feasible
- Collaborate with the FWS, USGS, and CDFG to translocate voles to other suitable habitats if repair of railroad potential problem areas is not reasonable or feasible
- Construct a vehicle barrier at the mouth of Cowboy Canyon to protect riparian habitat of listed species
- Survey for populations of Amargosa River pupfish (*Cyprinodon nevadensis amargosae*) and the Amargosa Canyon speckled dace (*Rhinichthys osculus* ssp.1)
- Monitor and evaluate habitat trends and conditions specific to listed species on public lands throughout the ACEC
- Work with private landowners, the State, and other federal agencies to identify listed species habitat and habitat trends throughout the ACEC
- Inventory invertebrate populations and assemblages in the ACEC associated with caves and springs
- Monitor sensitive fish and invertebrate microhabitats to identify trends and threats

Species of concern include:

Amargosa vole

Death Valley agabus diving beetle (*Agabus rumpfi*)

Shoshone Cave whip-scorpion (*Hubbardia shoshonensis*)

Death Valley June beetle (*Polyphylla erratica*)

Shoshone Cave harvestman (*Texella Shoshone*)

Amargosa naucorid bug (*Pelacorix shoshone*)

Pallid bat

Townsend's big-eared bat

Long-legged myotis (*Myotis volans*)

Kingston Mountain chipmunk (*Neotamias panamintinus acrus*)

Mojave fringed toed lizard

Nelson's bighorn sheep

Western Yellow-billed Cuckoo – CDFG listed species

Long-eared Owl – CDFG species of concern

Loggerhead Shrike – CDFG species of concern

Yellow breasted Chat – CDFG species of concern

Bendire's Thrasher – BLM sensitive species

Crissal Thrasher – BLM sensitive species

Gray vireo – BLM sensitive species

Least Bell's vireo – federally listed

Southwest Willow Flycatcher – federally listed

Brown-crested Flycatcher – CDFG species of concern

Vermillion flycatcher – CDFG species of concern

Lucy's Warbler – BLM sensitive species

Virginia's Warbler – CDFG species of concern

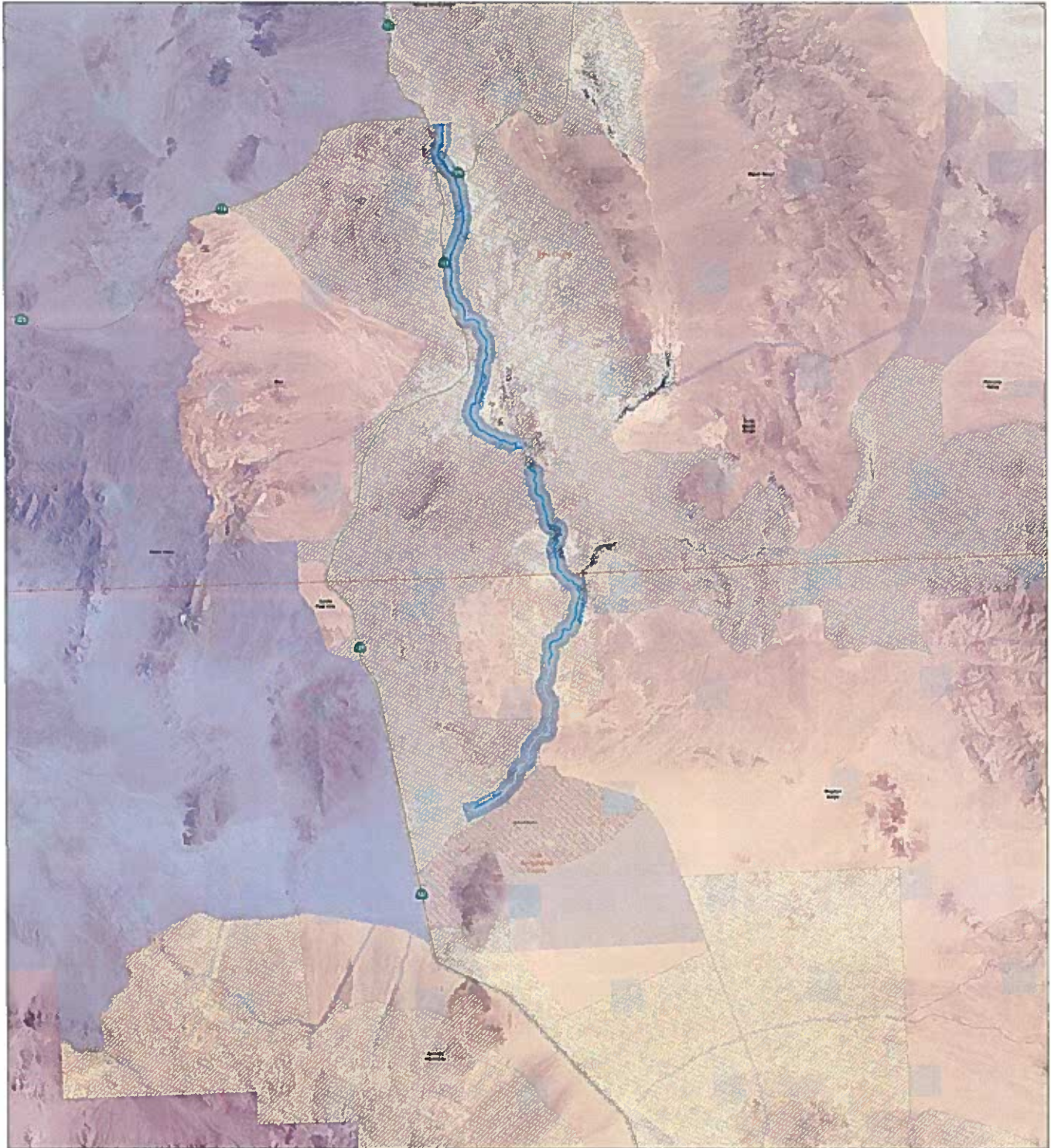
<p>Yellow warbler – CDFG species of concern Summer Tanager – CDFG species of concern Amargosa pupfish and Shoshone pupfish</p> <p>Amargosa Canyon</p> <ul style="list-style-type: none"> - speckled dace (<i>Rhinichthys osculus</i> ssp. 1) <p>Grimshaw Lake</p> <ul style="list-style-type: none"> - Least Bell's Vireo - Amargosa vole - Yellow-billed cuckoo - Amargosa River Pupfish - Speckled Dace 	
<p>Objective: Implement new Wild and Scenic River Trail Plan (under development)</p> <p>Allowable Uses: OHV use is limited use to designated routes as per the local Travel Management plan.</p> <p>Management Actions:</p> <ul style="list-style-type: none"> • Maintain existing off-road vehicle barriers at the southern end of the Amargosa River ACEC adjacent to Sperry Wash to protect wilderness values; support the existing OHV vehicle designation in Amargosa Canyon. • Build an OHV exclusion barrier at the trailhead of the rerouted northern end of the Tecopa Trail and restore the previous trailhead, as needed • Evaluate open route in Tecopa Marsh for closure in local travel management plan • Continue existing closure around Tecopa as designated in local travel management plan (approximately 10,000 acres) <p>Objective: Limit OHV impacts on resources at Grimshaw Lake and Amargosa Canyon</p> <p>Management Action:</p> <ul style="list-style-type: none"> • Post interpretive signs along highly used routes as funding is available <p>Objective: Control vehicle access to Amargosa Canyon</p> <p>Management Action:</p> <ul style="list-style-type: none"> • Post signs and implement actions to block access as funding is available 	<p>Trails and Travel Management</p>

<p>Objective: Provide dispersed opportunities for enjoyment of the ACEC attributes</p> <p>Allowable Uses: camping and dispersed recreation</p> <p>Management Action:</p> <ul style="list-style-type: none"> • Post interpretive signs along highly used routes as funding is available <p>Note: Refer to the Tecopa Pass Historic Trails and Amargosa/Grimshaw Special Recreation Management Area (SRMA) plans for detailed objectives, allocations, and management direction.</p>	<p>Recreation</p>
<p>Objective: Consolidate through tenure adjustment.</p> <p>Management Actions:</p> <ul style="list-style-type: none"> • Prioritize areas identified in the 1983 ACEC Plans and lands in the expanded ACEC that contain significant resource values • Acquire State lands within the ACEC through exchange. • Acquire inholdings, edgeholdings and other interests from willing sellers. <p>Objective: Increase protection of sensitive resources present within the Grimshaw Lake area through protective withdrawal of public lands</p> <p>Management Action:</p> <ul style="list-style-type: none"> • Submit request that public lands within the Natural Area be withdrawn from appropriation under the public land laws <p>Objective: Provide for uniform management of wetland habitats in basin through cooperative effort with interested landowners</p> <p>Management Action:</p> <ul style="list-style-type: none"> • Acquire private lands near ACEC that contain standing water/marsh/T&E habitat through exchange <p>Objective: Provide for long term management of private and state lands within Amargosa Canyon</p> <p>Management Action:</p> <ul style="list-style-type: none"> • Acquire private and State lands in central canyon area through land exchange, and/or coordinate land management with private and State owners 	<p>Land Tenure</p>

<p>Objective: Protect resource values</p> <p>Allowable Uses: No ROWs in critical habitat, no ROWs that alter groundwater regimes</p> <p>Management Action:</p> <ul style="list-style-type: none"> • Land use authorization proposals (new, renewal, and amendment) will be analyzed on a case-by-case basis to assess whether they are compatible with the ACEC and its management goals. 	<p>Rights of Way (ROW)</p>
<p>Not an allowable use. Renewable energy development is not compatible with NLCS and ACEC unit values and criteria.</p> <p>ACECs are closed to geothermal leasing and development unless they overlap with a DFA where geothermal is allowed. Where there is overlap, ACECs are open to geothermal leasing with an NSO stipulation.</p>	<p>Renewable Energy</p>
<p>Allowable Uses: Existing allotment is authorized, but do not authorize new allotments or expansion of existing allotment (either in size or increase number of AUMs).</p> <p>Note: A part of this ACEC is within the Horsethief Springs grazing allotment. Grazing will continue to be authorized in the overlap area and is governed by federal regulations including the achievement of standards and guidelines.</p>	<p>Livestock</p>
<p>Objective: Protect biological resources</p> <p>Allowable Uses: Existing ACEC designated areas are closed to all new mineral entry, existing activities allowed.</p> <p>Management Action:</p> <ul style="list-style-type: none"> • Attempt to purchase private mines and rehabilitate, closed to mining within Amargosa Canyon 	<p>Locatable Minerals Mineral Materials Non-energy Leasables</p>

FIGURE 1

Amargosa Wild Scenic River



Legend

- | | |
|--|------------------------------|
| Amargosa Wild and Scenic River, Recreational | National Monument |
| Amargosa Wild and Scenic River, Scenic | Bureau of Land Management |
| Amargosa Wild and Scenic River, Wild | Forest Service |
| NLCS WSR Corridor .25 mile Buffer | National Park Service |
| Dumont Dunes | US Fish and Wildlife Service |
| ACEC Boundary | |



Memo

The Barstow Field office of the Bureau of Land Management (BLM) is seeking comments on a scoping document for a comprehensive river management plan (CRMP) associated with the Wild and Scenic section of the Amargosa River. Approximately 23.6 miles of river, 17 of which are located in Inyo County, are protected under the Wild and Scenic Rivers Act (WSRA) near Tecopa. The WSRA requires agencies with jurisdiction over Wild and Scenic Rivers to develop a CRMP.

The development of the CRMP was subject to a lawsuit filed March 27, 2018, and a Stipulated Settlement Agreement filed August 14, 2018, under the WSRA stating that the Defendants (USFS and BLM) shall issue final CRMPs under the WSRA for eight river segments, including the Amargosa River, no later than December 31, 2024. A CRMP addresses resource protection, development of lands and facilities, user capacities, and other management practices necessary or desirable to achieve the purposes of the WSRA.

The WSRA requires that the free-flowing condition, water quality, and outstandingly remarkable values (ORV) are protected and enhanced. Rivers designated as a Wild and Scenic River (WSR) are classified in one of three categories depending on the extent of development and accessibility along each section. The Amargosa River WSR contains examples of all three categories: wild, scenic, and recreational segments. Planning goals vary by segment type as follows:

1. Wild river areas – Those rivers or sections of rivers that are free of impoundments and generally inaccessible except by trail, with watersheds or shorelines essentially primitive and waters unpolluted. These represent vestiges of primitive America.
2. Scenic river areas – Those rivers or sections of rivers that are free of impoundments, with shorelines or watersheds still largely primitive and shorelines largely undeveloped, but accessible in places by roads.
3. Recreational river areas – Those rivers or sections of rivers that are readily accessible by road or railroad, that may have some development along their shorelines, and that may have undergone some impoundment or diversion in the past.

The section of the Amargosa WSR in Inyo County is approximately 17 miles long. The segment north and upstream of Tecopa is a wide wash that flows intermittently, classified as *Scenic*. The segment south of Tecopa runs through the Amargosa Canyon is classified as *Wild*. In addition to protecting the river channel a ¼ mile buffer is established by default on either side of the designated river segments. This Scoping Report is based on these parameters. As the planning process moves forward, these baseline boundaries may be modified.

The BLM is preparing an Environmental Assessment for all implementation actions in the CRMP. The Scoping Document is open for public comment from April 30 to June 1st, 2021. The scoping document proposes two Alternatives. Alternative 1 (No Action Alternative) would mean that no CRMP would be prepared and the Amargosa WSR would be managed consistent with the existing management goals and objectives of the Amargosa South Area of Critical Environmental Concern (ACEC) and prescribed in the Desert Renewable Energy Conservation Plan (DRECP). Additionally, any activities proposed within or adjacent to the Amargosa WSR would be subject to the regulations set in the WSRA.

Alternative 2 (Proposed action) would adopt a CRMP for the Amargosa WSR that includes the same management as the no action alternative, but also includes desired conditions, standards and guidelines, as well as management strategies, thresholds, and projects to address key issues and achieve the purpose of the WSRA. Most of these actions are a continuation of the current management identified in the Amargosa South ACEC Plan, and the DRECP, with additional Protections.

The planning staff has reviewed the scoping documentation and do not think that it is necessary for the Board of Supervisors to comment at this time due to the limited information provided in the scoping document and because the proposed action is a consolidation of existing laws and guidance documents (WSRA, ACEC, and the DRECP). The Draft CRMP/EA will be published for public review and comment from September 3rd to October 4th 2021 during which time the Planning Staff will review and provide the Board of Supervisors with a summary, areas of concern, and recommended comments.

Amargosa Wild Scenic River



0 1.5 3 4.5 6 Miles



County of Inyo



Water Department

DEPARTMENTAL - NO ACTION REQUIRED

MEETING: May 25, 2021

FROM: Aaron Steinwand

SUBJECT: Inyo County/Los Angeles Standing Committee Meeting – May 26, 2021

RECOMMENDED ACTION:

Request Board provide direction to the County's Standing Committee representatives in advance of the meeting of the Inyo County/Los Angeles Standing Committee scheduled for May 26, 2021.

SUMMARY/JUSTIFICATION:

The next meeting of the Inyo County/Los Angeles Standing Committee will be hosted by Los Angeles Department of Water and Power via Webex videoconference. Pursuant to Resolution 99-43 and the Long-Term Water Agreement, your Board sets policy for the County's representatives to the Standing Committee.

The final Standing Committee agenda is attached. It is expected that the Standing Committee will be provided reports on runoff and operations, the annual LADWP operations plan (pumping plan), and the status of the McNally Ponds E/M project evaluation. The Standing Committee will set the LORP seasonal habitat flow and Blackrock Waterfowl Management Area flooded acreage after consultation with California Department of Fish and Wildlife. That agenda items includes a Technical Group recommendation to the Standing Committee to consider an adaptive management measure to approve implementation of a five year interim plan revising the management of the Blackrock Water Management Area.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

LADWP, California Department of Fish and Wildlife

FINANCING:

N/A

ATTACHMENTS:

1. Standing Committee Agenda - May 26, 2021 - FINAL

APPROVALS:

Aaron Steinwand	Created/Initiated - 5/12/2021
Darcy Ellis	Approved - 5/12/2021
Aaron Steinwand	Approved - 5/12/2021
Marshall Rudolph	Approved - 5/14/2021
Amy Shepherd	Approved - 5/14/2021
Aaron Steinwand	Final Approval - 5/18/2021

AGENDA

**INYO COUNTY/LOS ANGELES
STANDING COMMITTEE**

11:00 a.m.
May 26, 2021

Webex Webinar

The public will be offered the opportunity to comment on each agenda item prior to any action on the item by the Standing Committee or, in the absence of action, prior to the Committee moving to the next item on the agenda. The public will also be offered the opportunity to address the Committee on any matter within the Committee's jurisdiction prior to adjournment of the meeting.

NOTICE TO THE PUBLIC

In order to minimize the spread of the COVID-19 virus, Governor Newsom has issued Executive Orders that temporarily suspend certain requirements of the Brown Act. The Inyo County Water Department and Los Angeles Department of Water and Power offices are closed to the public, and the Standing Committee will conduct this meeting exclusively online. Inyo County and LADWP representatives will participate via videoconference accessible also to the public at:

<https://ladwp.webex.com/ladwp/onstage/g.php?MTID=e6ea967616b1f69b9f3c729010201db23>

Event number: 187 862 0528

Event Password: 1234

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 ANY generic, non-functioning address such as: 123@123.com to gain access.

*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 "**Raise hand**" feature when appropriate in the WebEx meeting (the meeting Chair will call on those who wish to speak). For individuals that dial into the WebEx and wish to make a public comment they may do so by pressing *3 to "**Raise Hand**". To lower your hand, press *3 once again. Written public comment, limited to **250 words or less**, may be emailed to:*

Francesca.Joven@ladwp.com . Your emailed 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.

1. **Action Item:** Approval of documentation of actions from the March 1, 2021 meeting.
2. Runoff and Operations update.
3. Report on LADWP's 2021-22 Owens Valley Annual Operation Plan.
4. Lower Owens River Project
 - a. Consultation with California Department of Fish and Wildlife concerning item 4b and 4c.
 - b. **Action Item:** Setting LORP seasonal habitat flow.

- c. **Action Item:** Establishment of Blackrock Waterfowl Management Area flooded acreage.
5. Status update regarding McNally Ponds and Pasture Project Evaluation.
6. Schedule for future Standing Committee meetings.
7. Public Comment.
8. Adjourn.

Standing Committee meeting protocols (Adopted May 11, 2011)

The Inyo/Los Angeles Long-Term Water Agreement (LTWA) define the Standing Committee in Section II:

As agreed by the parties, the Department representatives on the Standing Committee shall include at least one (1) member of the Los Angeles City Council, the Administrative Officer of the City of Los Angeles, two (2) members of the Board of Water and Power Commissioners, and three (3) staff members. The County representatives on the Standing Committee shall be at least one (1) member of the Inyo County Board of Supervisors, two (2) Inyo County Water Commissioners, and three (3) staff members.

The LTWA further provides that:

Regardless of the number of representatives from either party in attendance at a Standing Committee or Technical Group meeting, Inyo County shall have only one (1) vote, and Los Angeles shall have only one (1) vote.

The Standing Committee adopts the following protocol for future Standing Committee meetings.

1. In order for the Standing Committee to take action at a meeting, representation at the meeting will consist of at least four representatives of Los Angeles, including one member of the Los Angeles City Council or Water and Power Commission, and four representatives of Inyo County, including one member of the Board of Supervisors.
2. A Chairperson from the hosting entity will be designated for each meeting.
3. In the event that an action item is on the meeting agenda, Los Angeles and Inyo County shall each designate one member to cast the single vote allotted to their entity at the onset of the meeting. The Chairperson may be so designated. Agenda items that the Standing Committee intends to take action on will be so designated on the meeting agenda.
4. If representation at a Standing Committee meeting is not sufficient for the Standing Committee to act, the Standing Committee members present may agree to convene the meeting for the purpose of hearing informational items.
5. Meeting agendas shall include any item within the jurisdiction of the Standing Committee that has been proposed by either party.
6. The public shall be given the opportunity to comment on any agenda item prior to an action being taken. The public will be given the opportunity to comment on any non-agendized issue within the jurisdiction of the Standing Committee prior to the conclusion of each scheduled meeting. At the discretion of the Chairperson, reports from staff or reopening of public comment may be permitted during deliberations.
7. The Chairperson may limit each public comment to a reasonable time period. The hosting entity will be responsible for monitoring time during public comment.
8. Any actions taken by the Standing Committee shall be described in an action item summary memorandum that is then transmitted to the Standing Committee at its next meeting for review and approval. This summary memorandum shall also indicate the Standing Committee members present at the meeting where actions were taken.
9. Standing Committee meetings shall be voice recorded by the host entity and a copy of the recording shall be provided to the guest entity.
10. (Added February 24, 2012) The Standing Committee may also receive comments/questions in written form from members of the public. Either party may choose to respond, however, when responding to a public comment/question, whether verbally or in writing, any statements made by either party may represent the perspective of that party or the individual making the response, but not the Standing Committee as a whole (unless specifically agreed to as such by the Standing Committee). When either party responds in writing to public comment/question, that response will be concurrently provided to the other party.



County of Inyo



Sheriff

CONSENT - ACTION REQUIRED

MEETING: May 25, 2021

FROM: Office of the Sheriff

SUBJECT: Request Board ratify and approve the 2021 USDA, Forest Service Operational Plan

RECOMMENDED ACTION:

Request Board ratify and approve the 2021 Operational and Financial Plan between the County of Inyo and USDA Forest Service, Inyo National Forest for the provision of Patrol Service for a funding amount up to \$12,000 for the period of October 1, 2020, through September 30, 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 provides patrol service on USDA Forest Service land annually per the agreement. The USDA Forest Service reimburses the Sheriff's Office for services upon completing patrols during the recreation season May 28th through September 30th.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Decline to enter into the agreement.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funds received under this agreement are budgeted in the Sheriff General Budget #022700, Forest Service Revenue Code #4693

ATTACHMENTS:

1. 2021 USFS Patrol Service Operational and Financial Plan

APPROVALS:

Riannah Reade
Riannah Reade

Created/Initiated - 4/29/2021
Approved - 5/5/2021

Darcy Ellis
Riannah Reade
Marshall Rudolph
Amy Shepherd
Jeffrey Hollowell

Approved - 5/5/2021
Approved - 5/13/2021
Approved - 5/13/2021
Approved - 5/13/2021
Final Approval - 5/19/2021



FS Agreement No. 20-LE-11051360-040
Modification No. MOD 03

EXHIBIT A

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &
FINANCIAL PLAN**

**Between The
INYO COUNTY SHERIFF’S DEPARTMENT
And the
USDA, FOREST SERVICE
INYO NATIONAL FOREST**

2021 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Inyo County Sheriff’s Department, hereinafter referred to as “Cooperator,” and the USDA, Forest Service, Inyo National Forest, hereinafter referred to as the “U.S. Forest Service,” under the provisions of Cooperative Law Enforcement Agreement #20-LE-11051360-40 executed on June 10, 2020. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2020 and ending September 30, 2021.

Previous Year Carry-over: \$1,011.00
Current 2021 Year Obligation: \$10,989.00
FY2021 Total Annual Operating Plan: \$12,000.00

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Jeff R. Hollowell, Sheriff 550 S. Clay St. P.O. Box “S” Independence, CA 93526 Telephone: 760-878-0320 FAX: 760-878-0389	Riannah Reade 550 S. Clay St. P.O. Box “S” Independence, CA 93526 Telephone: 760-878-0326 FAX: 760-878-0389 Email: rreade@inyocounty.us



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Laura James, Patrol Captain 351 Pacu Lane, Ste. 200 Bishop, CA 93514 Telephone: 760-873-2520 FAX: 760-873-2563 Email: laura.james@usda.gov	Program Support Assistant 351 Pacu Lane, Ste. 200 Bishop, CA 93514 Telephone: 760-873-2497 FAX: 760-873-2563 Email:

U.S. Forest Service Program Coordinator Contact	U.S. Forest Service Administrative Contact
Chad Krogstad, Patrol Commander 1323 Club Drive Vallejo, CA 94592 707-562-9125 (office) FAX: 707-562-9031 chad.krogstad@usda.gov	Cynthia Maldonado, Admin. Assistant 444 East Bonita Ave. San Dimas, CA 91773 Telephone: 909-929-7064 FAX: 909-592-1404 Email: cynthia.maldonado@usda.gov

Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

Wages at the prevailing rate of \$111.00 per patrol.

II. PATROL ACTIVITIES:

- A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.
- B. The patrols will be conducted on a no-set-time basis during the Department’s normal shift assignments and usually between the hours of 6:00 PM and 6:00 AM during the Forest’s recreation season of May 28 to September 30, 2021. Patrols will occur primarily on weekends, holidays and other high-use periods.

Patrol in the following campgrounds, developed sites, or dispersed areas:

- 1. Bishop Creek Drainage Patrols
Includes all recreation sites.
- 2. Big Pine Drainage Patrols
Includes all recreation sites.



3. Lone Pine Drainage Patrols:
Includes Lone Pine Campground, Whitney Portal Trailhead and Picnic Area, and Whitney Portal Campgrounds.

RATE SCHEDULE FOR REIMBURSABLE SERVICES

A. *RATE OF REIMBURSEMENT*

- 1. Services provided for A.1 - maximum of 32 patrols
- 2. Services provided for A.2 - maximum of 19 patrols
- 3. Services provided for A.3 – maximum of 48 patrols

B. *FUNDS ALLOCATED*

1. Section A.1 \$111.00 per patrol X 32 patrols	= \$3,552.00
Section A.2 \$111.00 per patrol X 19 patrols	= \$2,109.00
Section A.3 \$111.00 per patrol X 48 patrols	= <u>\$5,328.00</u>
Total	\$10,989.00

Total reimbursement for this category shall not exceed the amount of: \$10,989.00.

III. TRAINING:

See Cooperative Law Enforcement Agreement Provision IV-K for additional information.

Training will be limited to work related training aimed at improving the overall efficiency of the enforcement and patrol activities related to this agreement between the Cooperator and the Forest Service. This includes training for those Officers that work in the mountainous terrain and County areas within the boundaries of the Inyo National Forest.

Total reimbursement for this category shall not exceed the amount of: 10% of the total Agreement and shall be approved by the Forest Service (Designated Representative or Alternate Representative).

IV. EQUIPMENT:

See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.

The Forest Service shall approve procurement of equipment to carry out the activities of this plan in advance. The Cooperator, who will bear all maintenance and repair responsibility, shall retain title to this equipment.



Inyo County's request to purchase emergency equipment for the replacement patrol vehicles used for patrol under the Cooperative Agreement is approved.

All other future procurement of equipment to carry out the activities of this plan shall be approved in advance by the Forest Service

Total reimbursement for this category shall not exceed the amount of: \$1,011.00, or by authorization of the Forest Service (Designated Representative or Alternate Representative) if greater expenditures are necessary. All expenditures in this category shall be approved by the Forest Service (Designated Representative or Alternate Representative).

The estimated useful life of the equipment under the law enforcement agreement provisions IV-J and IV-D (5) shall be provided at the time the documents are filed.

Total reimbursement for this category shall not exceed the amount of: \$1,011.00

V. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.
 1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the Patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
 2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local Patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.



3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

VI. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

The Cooperator will furnish the Forest Service with itemized monthly statements for expenditures. The statement shall be in sufficient detail to allow the Forest Service to tie these expenditures back to reimbursable expenses and the rate schedule and shall be certified by the County of Inyo as being current and proper. These statements must be accompanied by a Law Enforcement Activity Report, form FS-5300-5, filled out as required by Provision 11-G of the Cooperative Law Enforcement Agreement 20-LE-11051360-040.

A. Mail copies of itemized billing statements to:

Laura James, Patrol Captain
USFS Law Enforcement
351 Pacu Lane, Ste. 200
Bishop, CA 93514

Send hard copy invoices to:

US Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101 B Sun Ave NE
Albuquerque, NM 87109

Or fax to: 877-687-4984

Or e-mail scanned invoice to: sm.fs.asc_ga@usda.gov



Final billings for reimbursement must be received by the Forest Service before October 30, 2021 in order to receive payment. Please see agreement provision IV-V regarding use of funding in succeeding years.

Annually update the registration of the County Sheriff's DUNS# on the System for Award Management (SAM) website at www.sam.gov for the verification of the EFT (Electronic Funds Transfer) banking information.

- B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$10,989.00	
Training		
Equipment	\$1,011.00	
Special Enforcement Situations		
Total	\$12,000.00	

- C. Any remaining funding in this Annual Operating Plan may be carried forward to the next FY2022 fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*
- D. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.



In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

JEFF R. HOLLOWELL, SHERIFF
Inyo County

Date

LESLEY YEN, FOREST SUPERVISOR
U.S. Forest Service, Inyo National Forest Service

Date

DON HOANG
Special Agent in Charge, Pacific Southwest Region

Date

The authority and format of this agreement have been reviewed and approved for signature.

KAREN MCWILLIAMS
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotope, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



County of Inyo



Health & Human Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: May 25, 2021

FROM: Marilyn Mann

SUBJECT: Approve an Memorandum of Understanding (MOU) between City of Los Angeles, County of Inyo, and Inyo Mono Advocates for Community Action (IMACA) to transfer trailers to IMACA for housing purposes; and approve an MOU between the County and IMACA for short-term storage of the trailer units.

RECOMMENDED ACTION:

Request Board: A) approve a Memorandum of Understanding (MOU) to transfer ownership of state-provided trailers between the City of Los Angeles, Inyo County, and the Inyo Mono Advocates for Community Action (IMACA) for homelessness relief and authorize the HHS Director to sign; and B) approve the MOU between IMACA and the County of Inyo regarding the temporary storage of travel trailers and authorize the HHS Director to sign.

SUMMARY/JUSTIFICATION:

The Eastern Sierra Continuum of Care (CoC) is a local regional planning body that coordinates housing and services funding for homeless families and individuals. Our local CoC includes Inyo, Mono and Alpine counties, as well as other stakeholders including representatives from faith-based and other service organizations, veterans, law enforcement, education, and homeless/formerly homeless persons. Inyo Mono Advocates for Community Action (IMACA) acts in an administrative role, supporting the CoC in its regional planning and acting as a Collaborative Applicant for various funding sources. Your Board's HHS Director sits on the CoC and participates, along with other HHS team members, in the CoC by working closely with IMACA and other partners to coordinate and meet the needs of persons without permanent housing. The Department, in coordination with IMACA, is scheduling a workshop for your Board on June 8, 2021 to provide you with an overview of the continuum of services that are available locally. However, we are excited to bring forward this item in advance of the presentation as provides the County and IMACA an opportunity to expand housing stock through a transfer of trailers from the City of Los Angeles to the County.

Last year, as a result of the pandemic and the need to address housing of homeless persons as part of the pandemic response, the State donated trailers to the City of Los Angeles. The City of Los Angeles reached out to our local CoC partners as they wish to provide 20 of these trailers to support our local efforts to address homelessness. This transfer will be affected through an Memorandum of Understanding between the City of Los Angeles, the County of Inyo, and IMACA, with the County acting as the receiving agency and passing the trailers through to IMACA for placement and use as housing for individuals experiencing homelessness in Inyo County.

Following execution of the MOU, the recipient shall complete transfer of title of the trailers to IMACA, who will become the registered owner of the trailers. Proof of title paperwork will be provided to the City of Los Angeles,

which will trigger the physical transfer of the trailers to IMACA. The MOU between the three entities is attached for your Board's consideration.

IMACA has requested the support of the County in storing these units for a period of time while IMACA works to locate the units on one or more properties in the county. The second MOU for your Board's consideration is between the County and IMACA and would allow for the trailers to be temporarily stored on the County property in Big Pine, California where the former long-term care facility was located - 1001 County Road, Big Pine, CA.

The MOU requires IMACA to relocate the units by May 31, 2022 and has provisions for IMACA insuring the units and ensuring security of the units while on County property. This storage would be provided at no cost to IMACA.

Approval of these two MOU's will allow us to increase our housing capacity by 20 units and will help us in our efforts to support housing for our homeless individuals and families. The Department is respectfully requesting your Board's approval of the MOU between the City of Los Angeles, the County of Inyo and IMACA for the transfer of 20 trailers and authorize the HHS Director to sign. Additionally, we are asking your Board to approve the MOU between the County and IMACA for the temporary storage of the 20 trailers at no cost to IMACA through May 31, 2022 and authorize the HHS Director to sign.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to deny the two MOU's which would result in Inyo County not being a recipient of the trailer units.

OTHER AGENCY INVOLVEMENT:

IMACA, City of Los Angeles, faith community

FINANCING:

There are no fiscal obligations associated with this agenda item.

ATTACHMENTS:

1. Transfer of Trailers MOU
2. IMACA Trailer Storage MOU

APPROVALS:

Marilyn Mann	Created/Initiated - 5/12/2021
Darcy Ellis	Approved - 5/13/2021
Marilyn Mann	Approved - 5/13/2021
Clint Quilter	Approved - 5/13/2021
Marshall Rudolph	Approved - 5/13/2021
Marilyn Mann	Final Approval - 5/14/2021

**MEMORANDUM OF UNDERSTANDING
TO TRANSFER OWNERSHIP OF STATE PROVIDED TRAILERS BETWEEN THE
CITY OF LOS ANGELES, INYO COUNTY, AND THE INYO MONO ADVOCATES FOR
COMMUNITY ACTION, INC. FOR HOMELESSNESS RELIEF**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter MOU), is created among the City of Los Angeles, a municipal corporation (hereinafter City), and Inyo County, a governmental agency (hereinafter County), and Inyo Mono Advocates for Community Action, Inc., a non-profit agency (hereinafter IMACA or Recipient) to transfer ownership of State of California provided trailers in possession of the City to IMACA for homelessness response needs related to COVID-19.

RECITALS

WHEREAS, in January of 2020 the World Health Organization (WHO) declared the outbreak of novel Coronavirus 2019 (COVID-19) a global health emergency and on March 11, 2020 the WHO designated the outbreak as a pandemic; and

WHEREAS, on March 4, 2020, the Mayor of the City of Los Angeles (Mayor) declared a local emergency pursuant to Los Angeles Administrative Code (LAAC) Section 8.21 et seq., (Declaration of Local Emergency); and

WHEREAS, on March 6, 2020, the City Council approved a resolution ratifying the Declaration of Local Emergency; and

WHEREAS, on March 3, 2020, the Governor of the State of California (Governor) declared a state of emergency as a result of the COVID-19 pandemic, pursuant to the California Emergency Services Act and Section 8625 of the California Government Code; and

WHEREAS, on March 4, 2020, the Los Angeles County Board of Supervisors and Department of Public Health declared a local and public health emergency in response to the increased spread of COVID-19; and

WHEREAS, between March 20, 2020 and April 2, 2020, the State donated to the City certain trailers, purchased by the State, to be used for the City's homelessness response to COVID-19; and

WHEREAS, the trailers are free from any and all liens, the City has authority to enter into the agreement and consummate the transfer, there is no notice of any violations of laws as to the trailers, no notice of any pending or threatened litigation as to the trailers, and no leases, service agreements or other agreements relating to the trailers are in effect as of the transfer date; and

WHEREAS, the City wishes to provide Inyo with twenty (20) trailers on a phased basis for public services to be rendered to those experiencing homelessness in their community; and

WHEREAS, the use of the trailers for public service for those experiencing homelessness constitutes a public purpose; and

WHEREAS, all or some of the trailers being transferred have been used by the City prior to the transfer for the City's response to the homeless crisis and are being transferred as-is; and

WHEREAS, use of the trailers for 24-hour homeless shelters may void the manufacturer's warranties; and

WHEREAS, Inyo desires to accept and utilize the trailers to provide services to those individuals experiencing homelessness and in need of temporary housing, quarantine and/or isolation due to COVID-19 and other social services; and

WHEREAS, the City wishes to transfer to Inyo twenty (20) trailers for public services to be rendered to those experiencing homelessness in Inyo by IMACA; and

WHEREAS, in accordance with a separate agreement entered into between IMACA and County, IMACA will utilize the trailers to house individuals experiencing homelessness in Inyo County, which has been exacerbated due to the COVID-19 pandemic, and to house those in need of temporary housing, or a location for quarantine and/or isolation due to COVID-19; and

WHEREAS, use of the trailers for those experiencing homelessness or a need to isolate or quarantine due to the COVID-19 pandemic serves a public purpose by aiding in COVID-19 response and providing shelter; and

WHEREAS, in consideration of the public purposes described above and the benefits provided to its citizens, County is willing to indemnify the City in the manner and to the degree outlined in the below provisions in order to facilitate transfer of the trailers to IMACA; and

NOW THEREFORE, the Parties hereto covenant, represent and agree as follows:

1. The City shall provide twenty (20) trailers to Recipient for the purpose of providing housing to the homeless community in Mono, Inyo and Alpine Counties, and to serve as facilities for isolation and/or quarantine of individuals affected by COVID-19. Transfer of the trailers, identified by VIN number in the attached Schedule A, fully incorporated herein, shall be deemed to have taken place when IMACA has accepted delivery of the trailers at a time and place to be determined by the Parties. The Parties understand that the list of

trailers contained within Schedule A may be modified by the Parties following IMACA's inspection of the trailers should the inspection reveal that any of the trailers listed on Schedule A are not appropriate for the uses outlined in this MOU. The Parties shall set out in writing any modifications that they wish to make to Schedule A.

2. Recipient and the County understand and agree that the trailers shall be transferred to Recipient with no express or implied warranties. The City expressly disclaims any warranties of fitness for purpose and merchantability. The City makes no representation that the trailers can be operated in any capacity. Recipient shall perform any inspection it desires prior to receipt of the trailers, and Recipient shall accept the trailers in "as is" condition. Recipient and the County releases the City from any and all claims of defect of the trailers or due to failure of the trailers to perform as intended by Recipient.

3. Recipient and County expressly waive any and all rights under Section 1542 of the Civil Code of the State of California, or any other federal or state statutory rights or rules, or principles of common law or equity, or those of any jurisdiction, government, or political subdivision, similar to Section 1542 ("Similar Provision"). Thus, Recipient may not invoke the benefits of Section 1542 or any similar provision in order to prosecute or assert in any manner any claims released.

Section 1542, provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exists in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

4. County shall indemnify, defend and hold harmless the City, its officers, employees and agents, from any third party claims of personal or real property damage arising from the use of the trailers after transfer of the trailers to Recipient. Recipient shall make all necessary arrangements for the transportation of the trailers to its facilities.

5. Recipient shall complete transfer of title in the aforementioned trailers to reflect IMACA as the registered owner of the subject trailers. Proof of title paperwork being filed within the Recipient's jurisdiction must be provided to City prior to the physical transfer of the trailers can take place.

6. The contact for the City of Los Angeles shall be: Richard Coulson, Assistant General Manager, Fleet and Fuel Services, General Services Department, 111 E First Street, Los Angeles, CA 90012, (213) 928-9575, richard.coulson@lacity.org.

7. The contact for Inyo County shall be: Marilyn Mann, Director of Health and Human Services, Inyo County, 163 May Street, Bishop, CA 93514, (760) 873-6505, mmann@inyocounty.us.

8. The contact for IMACA shall be: Larry Emerson, Housing and Planning Director, 137 E. South Street, Bishop, CA 93514, (760) 873-7709, ext. 1026, lemerson@imaca.net.

9. This Agreement shall be interpreted in accordance with the laws of the State of California.

(Signature Page to Follow)

IN WITNESS THEREOF, the California State Department of General Services, City of Los Angeles, Inyo County, and IMACA have caused this Agreement to be executed by their duly authorized representatives.

THE CITY OF LOS ANGELES

IMACA

By _____
TONY M. ROYSTER
General Manager,
Department of General Services

By _____
ROBERT HUGHES
Executive Director, IMACA

Date: _____

Date: _____

INYO COUNTY

By _____
Marilyn Mann
Director, Health and Human Services
Inyo County

Date: _____

APPROVED AS TO FORM:

APPROVED BY RISK MANAGEMENT:

By _____
GRACE CHUCHLA
Deputy Inyo County Counsel

By _____
AARON HOLMBERG
Risk Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

HOLLY L. WOLCOTT, City Clerk

By _____
KIMBERLY MIERA
Deputy City Attorney

By _____
Deputy City Clerk

Date: _____

Date: _____

SCHEDULE A
VIN NUMBERS OF TRAILERS TO BE TRANSFERRED:

	TAG #	VIN
1.	300-16	4YDT16013LM935688
2.	306-21	1UJBJ0BL6L75Z0312
3.	310-20	4YDT20221LG105905
4.	311-17	4X4TWDT10LE034299
5.	312-24	4YDT24527LM936541
6.	315-20	4YDT20224LY932372
7.	316-17	4X4TWDT15LE034461
8.	318-18	4YDT18027LM938369
9.	355-17	4YDT17B1XL8938163
10.	366-17	4YDT17B14L8938210
11.	383-17	4YDT17B16L8938158
12.	392-17	4YDT17B13L8938165
13.	393-20	4YDT20229LY935140
14.	400-18	5SFNB2211KE408351
15.	402-20	4YDT20227LY937226
16.	410-28	5SFPB3422LE432907
17.	196-21	5SFPB2623LE429344
18.	197-28	4YDT28724LX432290
19.	274-30	5SFNB3620LN426527
20.	96-26	4YDT2602XLG105911

**MEMORANDUM OF UNDERSTANDING BETWEEN INYO MONO ADVOCATES
FOR COMMUNITY ACTION AND THE COUNTY OF INYO REGARDING THE
TEMPORARY STORAGE OF TRAVEL TRAILERS**

This Memorandum of Understanding (MOU) between Inyo County (“the County”) and Inyo Mono Advocates for Community Action (“IMACA”) (collectively the “Parties”) is made and entered into this ____ day of May 2021 to outline the temporary storage of travel trailers by IMACA on County property.

WHEREAS, IMACA has recently been presented with an opportunity to procure approximately 20 travel trailers for free from the City of Los Angeles;

WHEREAS, IMACA plans to use these travel trailers for temporary or transitional housing for homeless individuals, disaster victims, quarantine and isolation for COVID mitigation, and anyone else who may qualify for IMACA’s housing assistance;

WHEREAS, housing assistance from IMACA is in particularly high demand given the economic impacts of the COVID-19 pandemic and the extremely active real estate market in the Owens Valley;

WHEREAS, although these trailers are being given to IMACA for free, IMACA must pick them up from the Los Angeles area and arrange for their storage once they arrive in Inyo County; and

WHEREAS, the County is interested in supporting IMACA and helping IMACA procure these travel trailers, as they will provide a valuable resource for homeless or at-risk residents of Inyo County.

The Parties therefore agree as follows:

1. IMACA may store the travel trailers that it procures from the City of Los Angeles on the County property located at 1001 County Road in Big Pine, CA, specifically in a location that will not interfere with Animal Shelter operations and in the area that was previously occupied by the Big Pine Sanitarium (“the Storage Site”).
2. This Storage Site shall be provided to IMACA free of charge.
3. IMACA may store the travel trailers at the Storage Site until August 31, 2021. Should the travel trailers remain on the Storage Site after August 31, 2021, the County reserves the right to either 1) charge IMACA a storage fee of \$100 per day or 2) remove the trailers. Should the County elect option #2, IMACA shall be responsible for all reasonable costs that the County incurs in moving the travel trailers.
4. While these trailers are being stored at the Storage Site, they shall not be inhabited or used as a place of residence.
5. IMACA understands that, by providing a Storage Site free of charge, the County provides no guarantees as to the fitness, safety, or security of the Storage Site. It is IMACA’s responsibility to insure the travel trailers, inspect the Storage Site, and provide any security that it deems necessary at the Storage Site.

6. IMACA shall hold harmless, defend and indemnify the 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 this MOU, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

IN WITNESS WHEREOF, this MOU has been executed and approved and is effective and operative as to each of the Parties as herein provided.

Date: _____

Robert Hughes, Director
Inyo Mono Advocates for Community Action

Date: _____

Marilyn Mann, Director
Inyo County Health and Human Services



County of Inyo



Health & Human Services - Health/Prevention

DEPARTMENTAL - ACTION REQUIRED

MEETING: May 25, 2021

FROM: Genoa Meneses

SUBJECT: Agreement between Inyo County and Denise Marley

RECOMMENDED ACTION:

Request Board ratify and approve the agreement between the County of Inyo and Denise Marley of La Quinta, CA for compensation of services satisfactorily rendered to support Graphic Design & Marketing Services for Public Health & Prevention/COVID-19 Response activities as part of the ELC 2 & ELC Expansion Grant in Inyo County, in the amount of \$150,000 for the period of May 15, 2021 through June 30, 2023, contingent upon the approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

From the onset of the stay-at-home order, in response to the Coronavirus pandemic, Inyo County's Public Health & Prevention/COVID-19 Response Team has achieved basic emergency response communication with residents, but struggled with the timely creation, execution, and dissemination of multi-platform and bi-lingual communication campaigns that reach, resonate, and engage members of the community, specifically: unhoused, undocumented, geographically, culturally, and/or technologically isolated residents. The Public Health & Prevention/COVID-19 Response Team wants to continue helping families throughout Inyo County navigate continued COVID-19 risks, including exposures, timely testing, isolation/quarantine, comprehensible vaccine information, easy access to vaccines, and understanding safety guidelines and best practices as we move beyond the CA Blueprint for a Safer Economy. It is essential to continue creating awareness and access to Inyo County Public Health & Prevention programs and opportunities, to ensure the continued safety and recovery of our community.

In March 2021, when the Public Health & Prevention/COVID-19 Response Team received an award letter for the Epidemiology and Laboratory Capacity (ELC) Expansion Grant, HHS Directors and Managers discussed the importance of creating better communication campaigns that ensure health equity for all members of our community. To this end, the team approved \$150,000 towards graphic design and marketing services to be completed in both English and Spanish for the remainder of the grant period (through June 30, 2023) to quickly address needs and information surrounding COVID-19, Public Health & Prevention, and Disaster Preparedness in Inyo County. At the March 29, 2021 Public Health & Prevention/COVID-19 Response meeting, team members approved a Graphic Design & Marketing Services Request for Proposals (RFP). The RFP specifics that funding will support the provision of graphic design and marketing services in English and Spanish to support outreach and communication in Inyo County during the COVID-19 pandemic. The RFP was reviewed by Inyo County

Counsel on March 31, 2021. The RFP was published on April 1, 2021 and remained open Friday, April 15 at COB (5:00 pm). During the proposal period, fourteen (14) proposals were received. Once the submission period closed, the Graphic Design & Marketing Services Review Committee began reviewing each proposal completeness, depth and breadth of experience, multi-language experience, and comprehensive billing.

The Graphic Design & Marketing Services Review Committee selected Denise Marley's proposal based on its merits at the May 3, 2021 meeting, in the amount of \$150,000.00, which shall be used to support graphic design and marketing services in both English and Spanish for Public Health & Prevention/COVID-19 Response campaigns in Inyo County. These campaigns and response efforts will focus on relevant and important information, upcoming adjustments, and overall recovery post-pandemic.

We respectfully request your Board approve the agreement with Denise Marley and authorize the Chairperson to sign.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the agreement, which would result in the Public Health & Prevention/COVID-19 Response Team inability to execute a comprehensive communication plan developed under the ELC 2 and ELC Expansion grant funding.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Federal Funding. This contract will be budgeted in the ELC #2 budget (610390) in object code Professional Services (5265). No County General Funds.

ATTACHMENTS:

1. Denise Marley Contract

APPROVALS:

Genoa Meneses	Created/Initiated - 5/19/2021
Darcy Ellis	Approved - 5/19/2021
Genoa Meneses	Approved - 5/19/2021
Anna Scott	Approved - 5/19/2021
Melissa Best-Baker	Approved - 5/19/2021
Marilyn Mann	Approved - 5/19/2021
Marshall Rudolph	Approved - 5/19/2021
Amy Shepherd	Approved - 5/19/2021
Aaron Holmberg	Approved - 5/19/2021
Marilyn Mann	Final Approval - 5/19/2021

AGREEMENT BETWEEN COUNTY OF INYO

AND Denise Marley
FOR THE PROVISION OF Graphic Design & Marketing Services **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Graphic Design/Marketing Svcs. services of Denise Marley of La Quinta, 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 Anna Scott, whose title is: Director of 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 May 15 2021 to June 30 2023 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

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

(\$150,000.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo	
<u>HHS - Public Health & Prevention</u>	Department
<u>207A W. South Street</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor:	
<u>Denise Marley</u>	Name
<u>53465 Avenida Rubio</u>	Address
<u>La Quinta, CA 92253</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 Denise Marley

FOR THE PROVISION OF Graphic Design & Marketing Services **SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: Denise Marley
Signature

Print or Type Name

Denise Marley
Print or Type Name

Dated: _____

Dated: 5/11/21

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:

Caron Holmberg

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND Denise Marley

FOR THE PROVISION OF Graphic Design & Marketing Services **SERVICES**

TERM:

FROM: 05/15/2021 **TO:** 06/30/2023

SCOPE OF WORK:

Contractor will:

- A. Provide their own licenses to design programs, preferred: Adobe Creative Suite;
- B. Follow creative requests and design/layout content appropriately in English AND/OR Spanish, as directed;
- C. Assist with other creative needs, such as email marketing (Constant Contact), website updates (Drupal), and static video creation as needed (in Animoto, or similar program);
- D. Package files as needed for printing and/or trafficking to media outlets; and
- E. Package all final design files periodically for transfer and storage on the Inyo VPN.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND Denise Marley

FOR THE PROVISION OF Graphic Design & Marketing Services **SERVICES**

TERM:

FROM: 05/15/2021 **TO:** 06/30/2023

SCHEDULE OF FEES:

For services satisfactorily rendered, and upon receipt of monthly invoices, the County agrees to compensate the Contractor for total expenditures in an amount not to exceed \$150,000.00, incurred from May 15, 2021 to June 30, 2023, based upon services provided.

Actual graphic design and marketing service costs are to be invoiced to Public Health & Prevention Inyo County (ATTN: Anna Scott and Genoa Meneses) once a month, in an itemized statement that includes the date on which the services/work was performed, description of the services/work performed (note English or Spanish), the hourly rate breakdown, and the total cost of all services.

Expenditures beyond graphic design and marketing services (in english and/or spanish), like the purchasing of stock image(s) or simliar design elements/marketing needs, must be approved in advance with express written permission and included in the monthly invoice for reimbursement and include supporting documentation (receipts). The statement to be submitted must cover the period from the 1st of the month through and including the last day of the month.

In accordance with paragraph 3. E - Billing and Payment: monthly invoices with attached expenditure information and fiscal receipts including supporting documentation to what is being claimed, should be received by Public Health & Prevention Inyo County no later than five (5) days after the end of the month. Public Health & Prevention retains the right to withhold payment until satisfactory receipt and review of those materials has taken place.

If all budget funds are paid out early in the contract period (prior to June 30, 2023), the contract will be considered complete and invoices with a zero balance do not need to be submitted. The County retains sole discretion to renew for additional terms, without a competitive bid process, subject to contractor performance, continued funding availability, and Health and Human Services (HHS) - Public Health & Prevention approval.

Invoice Due Dates: the first business day of the month, but no later than five (5) days after then end of the month.

Budget:

Graphic Design and Marketing Services Work: in English - \$40/hr
Graphic Design and Marketing Services Work: in Spanish - \$45/hr
Total Budget \$150,000

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND Denise Marley

FOR THE PROVISION OF Graphic Design and Marketing Services **SERVICES**

TERM:

FROM: 05/15/2021

TO: 06/30/2023

SEE ATTACHED INSURANCE PROVISIONS

Attachment C: Insurance Requirements for HHS Provider Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Cyber liability requirement may be waived if Contractor will not be

Attachment C: Insurance Requirements for HHS Provider Services

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

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

OTHER INSURANCE PROVISIONS

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Self-Insured Retentions

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

Acceptability of Insurers

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

Attachment C: Insurance Requirements for HHS Provider Services

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

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

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

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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

-end-



County of Inyo



Probation

DEPARTMENTAL - ACTION REQUIRED

MEETING: May 25, 2021

FROM: Jeffrey Thomson

SUBJECT: Request Board ratify and approve Agreement Number BSCC 964-21 between the County of Inyo and Board of State Community Corrections (BSCC) for the Prop 64 Grant. Request the Board of Supervisors review and adopt a Resolution.

RECOMMENDED ACTION:

Request Board: A) ratify and approve the agreement between the County of Inyo and Board of State Community Corrections (BSCC) for the Proposition 64 Public Health and Safety Grant for the period of May 1, 2021 through October 31, 2024, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and B) approve Resolution No. 2021-29 authorizing the Inyo County Assistant CAO to execute agreements with the BSCC on behalf of the County of Inyo for the Proposition 64 Public Health and Safety Grant awarded April 8, 2021.

SUMMARY/JUSTIFICATION:

The Inyo County Probation Department and Health and Human Services Department applied for the grant and was notified that we were approved for funding of \$779,537 for a period of three (3) years to be used as proposed in the application attached. Funding will be used to provide many youth programs including:

- Prevention programs (arts and entertainment) for elementary students
- Inyo Council for the Arts partnership
- Outdoor program for youth (contracting with an established outdoor adventure program).
- Enhance and expand the mentor program.
- Develop a peer mentor program
- Afterschool sports program
- Farm to table program using local community gardens

The funding is contingent on approval from your Board to enter into the attached standard agreement.

Board Resolution: On April 8, 2021, Inyo County was awarded a Proposition 64 Public Health and Safety Grant from the Board of State and Community Corrections in the amount of \$779,537 for the implementation of youth development/youth prevention and intervention projects identified in the attached standard agreement. As a condition of Grant acceptance, the Inyo County Board of Supervisors is required to adopt a resolution designating staff to execute agreements with the Board of State and Community Corrections.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The Board of State and Community Corrections (BSCC) announced the release of the Proposition 64 Public Health and Safety (Prop 64 PH&S) Grant Program Cohort 2, Request for Proposals (RFP). The Prop 64 PH&S Grant Program directs revenue from the cultivation and sale of cannabis to projects that promote public health and safety.

Eligible applicants for the Prop 64 PH&S Grant Program are local governments (i.e., Counties, Cities, and City/County) in California that do not ban both indoor and outdoor commercial cannabis cultivation, or retail sale of cannabis or cannabis products.

In order to accept grant funds, the Board of Supervisors is required to adopt a resolution authorizing staff to execute the agreements with the BSCC.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to ratify the standard agreement or adopt the resolution. This is not recommended as the standard agreement and the resolution are required in order for grant funding to be provided to Inyo County.

OTHER AGENCY INVOLVEMENT:

Auditor Controller, personnel, Health and Human Services, and County Counsel.

FINANCING:

A separate budget (Prop 64 Grant: 620210) has been created and will be used upon approval of the agreement).

ATTACHMENTS:

1. BSCC Standard Agreement
2. BOS Resolution for Prop 64 Grant

APPROVALS:

Krystal Leonard	Created/Initiated - 4/22/2021
Darcy Ellis	Approved - 4/26/2021
Krystal Leonard	Approved - 5/17/2021
Marshall Rudolph	Approved - 5/18/2021
Amy Shepherd	Approved - 5/18/2021
Krystal Leonard	Approved - 5/18/2021
Jeffrey Thomson	Final Approval - 5/18/2021

STANDARD AGREEMENT

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

BSCC 964-21

PURCHASING AUTHORITY NUMBER (If Applicable)

BSCC-5227

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

INYO COUNTY

2. The term of this Agreement is:

START DATE

MAY 1, 2021

THROUGH END DATE

OCTOBER 31, 2024

3. The maximum amount of this Agreement is:

\$779,537

4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	4
Attachment 1*	Proposition 64 Public Health & Safety (Prop 64 PH&S) Grant Request for Proposals	*
Attachment 2	Prop 64 PH&S Grant Proposal	26
Appendix A	Prop 64 PH&S Scoring Panel	1
Appendix K	Criteria for Non-Governmental Organization's Receiving BSCC Funds (attached separately)	2

* This item is hereby incorporated by reference and can be viewed at:

<http://www.bscc.ca.gov/proposition-64-public-health-safety-grant-program/>

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.)

COUNTY OF INYO

CONTRACTOR BUSINESS ADDRESS

163 May Street

CITY

Bishop

STATE

CA

ZIP

93514

PRINTED NAME OF PERSON SIGNING

LESLIE CHAPMAN

TITLE

Assistant CAO

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

4/26/21

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

RICARDO GOODRIDGE

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

RESOLUTION NO. 2021-29

**A RESOLUTION OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA, AUTHORIZING THE INYO
COUNTY ASSISTANT CAO TO EXECUTE AGREEMENTS WITH THE
BOARD OF STATE AND COMMUNITY CORRECTIONS ON BEHALF OF
THE COUNTY OF INYO FOR THE PROPOSITION 64 PUBLIC HEALTH
AND SAFETY GRANT AWARDED APRIL 8, 2021**

WHEREAS, Inyo County desires to participate in the Proposition 64 Public Health and Safety Grant Program funded through the California State and Local Government Law Enforcement Account and administered by the Board of State and Community Corrections (hereafter referred to as the BSCC).

NOW, THEREFORE, BE IT RESOLVED that the Assistant County Administrative Officer be authorized on behalf of the Inyo County Board of Supervisors to submit the grant proposal for this funding and sign the Grant Agreement with the BSCC, including any amendments thereof.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

BE IT FURTHER RESOLVED that Inyo County agrees to abide by the terms and conditions of the Grant Agreement as set forth by the BSCC.

PASSED, APPROVED, AND ADOPTED by the Inyo County Board of Supervisors in a meeting thereof held on May 25, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jeff Griffiths, Chairperson
Inyo County Board of Supervisors

ATTEST:

CLINT QUILTER
Clerk of the Board

By: _____
Darcy Ellis, Assistant



County of Inyo



Public Works

DEPARTMENTAL - ACTION REQUIRED

MEETING: May 25, 2021

FROM: Jacob Trauscht

SUBJECT: Ratify the payment to Spiess Construction Company Inc. for completion of the South Lake Emergency Road Repair Work.

RECOMMENDED ACTION:

Request Board ratify and approve payment to Spiess Construction Inc. of Santa Maria, CA in the amount of \$237,900 for South Lake Road Emergency Repair Work.

SUMMARY/JUSTIFICATION:

Spiess Construction Company Inc. of Santa Maria, CA completed the emergency work of reconstructing the damaged portion of South Lake Road on May 3, 2021, installing a subsurface drainage system that resolved the saturated road base issue. This work was considered an emergency as the start of the busy summer season at South Lake Road is important for the local economy, and delaying the work would have resulted in increased cost and disturbance due to the need for traffic control.

BACKGROUND/HISTORY OF BOARD ACTIONS:

When clearing snow on South Lake Road in preparation for summer opening it was discovered that the road was failing along a portion approximately 1.3 miles below South Lake. Upon further investigation it was determined that a saturated road base caused the failure, and that rebuilding the road with a subsurface drainage system would be required to prevent further damage. Due to the economic importance of recreating at the South Lake Site and the fact that the narrow, mountainous nature of the road makes it almost impossible to repair the road without closing it to the recreating public, it was determined that this constituted an emergency repair, and a simple set of plans and specs were put together by the Public Works Department, and distributed it to three local contractors via an expedited bidding process. Spiess Construction was the Low Bidder at \$232,000, with Construction Specialty of Lee Vining, CA at \$470,260 and Qualcon of Minden, NV at \$471,600. Spiess began the work on April 26, 2021 and completed the work on May 3, 2021.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to ratify the payments, however this is not recommended as Spiess performed the work quickly and allowed the County to safely open the road and prevent costly repairs during the busy summer season.

OTHER AGENCY INVOLVEMENT:

FINANCING:

This project will be paid out of budget 034600-5700 (Road - Construction in Progress). Funding for this project is included in the 3rd quarter budget.

ATTACHMENTS:

1. Bid Results
2. Spiess Invoice Signed
3. South Lake Road Repair Justification

APPROVALS:

Jacob Trauscht	Created/Initiated - 5/12/2021
Darcy Ellis	Approved - 5/12/2021
Jacob Trauscht	Approved - 5/13/2021
Breanne Nelums	Approved - 5/13/2021
Michael Errante	Approved - 5/13/2021
Amy Shepherd	Approved - 5/13/2021
Marshall Rudolph	Final Approval - 5/20/2021

Scott Coleman

From: Marc Wolter <wolter_marc@yahoo.com>
Sent: Wednesday, April 14, 2021 2:02 PM
To: Scott Coleman
Subject: Fw: Asphalt

----- Forwarded Message -----

From: Jacob Trauscht <jtrauscht@inyocounty.us>
To: Marc Wolter <wolter_marc@yahoo.com>; Pierre@qualcongec.com <pierre@qualcongec.com>; 'Lana Hansen' <conspec.lh@gmail.com>
Cc: Christopher A. Cash <ccash@inyocounty.us>; Michael Errante <merrante@inyocounty.us>
Sent: Wednesday, April 14, 2021, 07:32:50 AM PDT
Subject: Asphalt

Hi Everyone,

Thanks again for helping us with this emergency work. Since asphalt is going to be the crux of this project, would you mind splitting that out as a separate bid item? This would also allow several different options for sources. If we cannot get asphalt in time another option we have is to put cold-mix to put down until the plants come on-line and pave at that point. Inyo County has some older cold mix that should set up pretty well that we would supply.

Thanks, Jake

MARC

Bid Item Number	Bid Item	Qty	Unit Cost	Total Cost
1	Mobilization	1	12,000.00	12,000.00
2	Roadway Installation (no asphalt)	500 feet	300.00	150,000.00
3	HMA	LS	50,000.00	50,000.00
4	Drain Pipe Installation	580 feet	35.00	20,300.00
			Total	232,300.00

HMAC DELIVERED FROM GARDENVILLE, NV DUE TO LACK OF AVAILABILITY OF LOCAL HMAC PRIOR TO JUNE 1ST 2020.



April 15, 2021

Jake Trauscht
 Associate Civil Engineer
 Inyo County Public Works

RE: Emergency Repair South Lake Road, Bishop, CA

We propose to furnish all labor, material, and equipment required to complete the job described as: Emergency Repair South Lake Road per plans in email on 4-12-2021

Bid Item Number	Bid Item	Quantity	Unit Cost	Total
1	Mobilization	1 EA	\$40,000.00	\$40,000.00
2	Roadway Installation (No Asphalt)	500 FT	\$225.00	\$112,500.00
3	HMA	150 Tons	\$310.00	\$46,500.00
4	Drain Pipe Installation	580 FT	\$470.00	\$272,600.00

Handwritten in red: Total \$435,600

Includes: One Mobilization. Paving HMA is based on hauling asphalt from Minden, NV. Contractor is not responsible for HMA meeting specifications. Schedule to be mutually agreed upon

Excludes: Permits, Warranties, Bonds, Rock Excavation, Traffic Control, and Striping

Payment due upon job completion. Based upon final measured quantities. All amounts are due and payable per above conditions. Overdue amounts subject to interest at 1½% per month which is annual percentage rate of Eighteen (18%) percent. Acceptor and Owner agrees to pay reasonable attorney's fees and court costs involved in collecting any past due accounts.

Qualcon Contractors Inc.
 General Engineering Contractor

By P. D. [Signature]

Accepted this _____ day of _____, 20____

By _____

Note: The signing and returning of this document constitutes a contract binding upon all parties concerned.



PROPOSAL FOR WORK

Proposal Submitted to: **INYO COUNTY / PUBLIC WORKS**
EMERGENCY ROAD REPAIR - SOUTH LAKE RD Date: 4/14/2021

Job Location: **South Lake Road** UCC# **N/A** SAP Order# **N/A**
Inyo County, CA Job #: **Emergent**

Description/Scope of Work:

Conspec Inc. proposes to supply labor, equipment and material to excavate for the specifications and estimates as follows:

Bid Item Number	Bid Item	Qty	Unit Cost	Total Cost
1	Mobilization	1	\$25,000.00	\$ 25,000.00
2	Roadway Installation (no asphalt)	500 feet	\$252.00	\$ 126,000.00
3	*HMA	1	60,000.00	\$ 60,000.00
4	Drain Pipe Installation	580 feet	\$447.00	\$ 259,260.00
			Total	\$ 470,260.00
* HMA must come out of Bing Materials in Gardnerville, NV				

- Exclusions:** *This contract for works as referred to above does not include the cost of additional work and or any associated costs incurred by the occurrence of known or unknown or unforeseen site conditions, including but not limited to:*
- No Saturday, Sunday or Holiday work.
 - No hazardous materials handling is included in the above price.
 - Conspec Inc. is not responsible for any permits, profiling, surveying, soils and/or compaction testing or inspections.
 - No sanitary facilities included.
 - Conspec is not responsible for supply chain delays however, will make every effort to expedite.
 - 1800-5000 lbs hydraulic hammer on excavator is included in above pricing. However, any chipping, drilling, splitting, ripping, explosives, blasting or chemical agents either by hand work or machinery is not included. If larger equipment needed for oversize rock removal, all rental costs plus 15% mark up will be charged.
 - No Storm Water Pollution Prevention Plan.
 - Any unmarked utilities including all repair costs. Prior to work, Conspec will contact USA/Dig Alert notification for locating.
 - All export materials, including but not limited to asphalt, grindings, excess dirt, rock (that can fit in 3 axle trucks), unsuitable fill, etc., is to be taken to Inyo County mix table near Bishop Sunland landfill. No charges shall be incurred for dump fees and are not included in above pricing.

We propose to furnish labor, equipment and materials to complete the work in a professional manner according to the above specifications per standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed upon written orders, and will become an extra charge over the sum mentioned in this work authorization. Any permits required will be the responsibility of Inyo County or Prime Contractor however, copies are to be provided to Conspec Inc. so that all work will be done in accordance with permit guidelines.

Authorized Signature: TOTAL SUM: **As listed above for Items 1, 2 & 4**



Invoice No.: 22111-01

AZ #119975 • CA #333989 • NV #0038929

Spiess Construction Co., Inc.

P.O. Box 2849
Santa Maria, CA 93457-2849
(805) 937-5859
Fax (805) 934-4432

County of Inyo
225 N. Edwards St.
Independence, CA 93526

Invoice Date: 05/12/21
Period Ending: 05/12/21

Job: South Lake Road Emergency Restoration Work

Original Contract Value:	\$237,900.00
Change Orders:	0.00
Revised Contract Value:	\$237,900.00
Completed & Stored To Date:	\$237,900.00
Less Retention:	(11,895.00)
Total Earned Less Retention	226,005.00
Less Previous Requests for Payment	0.00
Current Amount Due:	\$226,005.00

Verification of Quantities

By: Jake Trauscht Date: 5-12-2021
Jake Trauscht
Inyo County

CONTRACTOR:

By: Jeff Davidson Date: 05/12/2021
Jeff Davidson, Controller
Spiess Construction Co., Inc.



PO Box 2849
Santa Maria, CA 93457

SCHEDULE OF VALUES

SPIESS CONSTRUCTION CO., INC.

Project: South Lake Road Emergency Restoration

Progress Payment Number: 01

Date: 05/12/21

ITEM NO.	DESCRIPTION	Contract Qty	UOM	Unit Price	Total Contract	Qty Complete Previously	Total Complete Previously	Qty Complete This Period	Total Complete This Period	Qty Complete To Date	Total Complete To Date
1.00	Mobilization	1	LS	12,000.00	\$12,000.00	0%	\$0.00	100%	12,000.00	100%	\$12,000.00
2.00	Roadway Installation (no asphalt)	500	LF	300.00	\$150,000.00	-	\$0.00	500	150,000.00	500	\$150,000.00
3.00	Hot Mix Asphalt	1	LS	50,000.00	\$50,000.00	0%	\$0.00	100%	50,000.00	100%	\$50,000.00
4.00	Drain Pipe Installation	580	LF	35.00	\$20,300.00	-	\$0.00	580	20,300.00	580	\$20,300.00
5.00	Extra Work	1	LS	5,600.00	\$5,600.00	0%	\$0.00	100%	5,600.00	100%	\$5,600.00
Total Original Contract Value					\$237,900.00		\$0.00		\$237,900.00		\$237,900.00

	<u>Previous</u>	<u>Current</u>	<u>Total To Date</u>
Total Earned:	0.00	237,900.00	\$237,900.00
5% Retention:	0.00	(\$11,895.00)	(\$11,895.00)
Previous Payments:	0.00	0.00	\$0.00
Amount Due:	0.00	\$226,005.00	\$226,005.00

South Lake Road – Emergency Repair Justification

The South Lake Road Rehabilitation project was completed under a Federal Lands Access Program (FLAP) grant during the summer of 2020, with design and construction oversight performed by the Federal Highway Administration (FHWA) and construction completed by Hat Creek Construction of Susanville, CA. This project consisted of reconstructing South Lake Road, including all pullouts and parking areas, from Highway 168 to its terminus at South Lake. FHWA formally accepted the project on November 2, 2020.

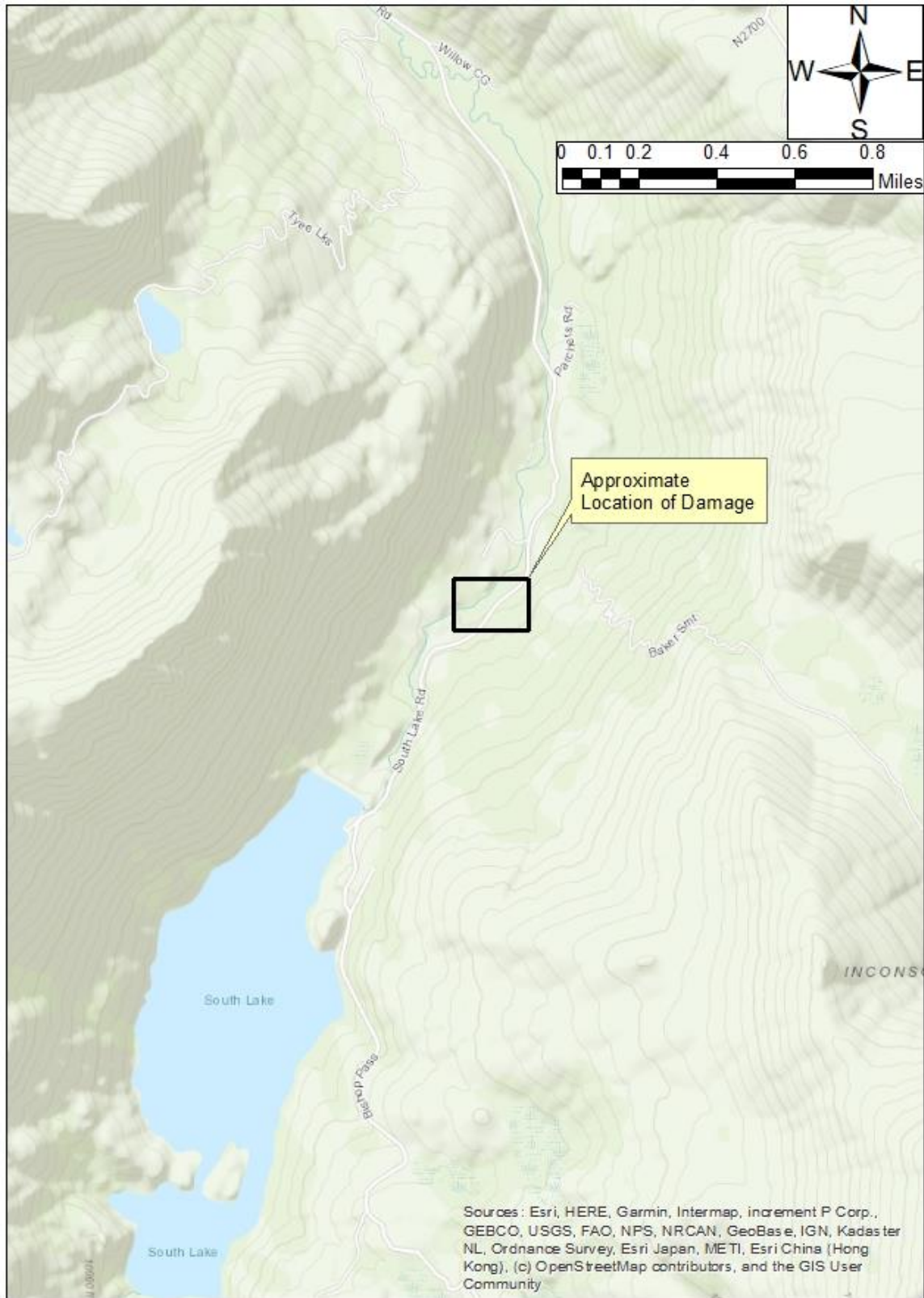
On April 1, 2021, while preparing to reopen the road, Inyo County Road Foreman Shannon Platt noticed two (2) areas of the road were beginning to fail, as indicated by cracks through the asphalt. On April 5, 2021, Public Works Director Mike Errante, Deputy Director Chris Cash and the County representative for the project Travis Dean met onsite to evaluate the situation. It was observed that the failing sections of the road are located in an area containing natural springs, and that the road likely began failing due to saturation of the road and sub-grade, which can weaken the road structure resulting in cracks and uneven road surfaces. Attached is a map and photos of the damage.

On the afternoon of April 5, 2021, Travis Dean reached out to FHWA to inquire about a warranty for the design and construction of the road. FHWA responded the next morning, stating that “projects do not include warranties, so once we’ve given our contractors final acceptance of the project, there is no opportunity to address issues that arise after construction unless there is a latent defect with the work.” (See attached Email Correspondence).

While Public Works will continue to pursue additional funding through FHWA, this may be a lengthy process. In lieu of this, Public Works would like to perform a permanent restoration as soon as possible to avoid further damage to the road, and so that the road can be safely opened for the upcoming fishing and hiking seasons, as South Lake is one of the most popular trailheads in the Bishop Area.

Public Works is proposing to hire a contractor to install underdrains in the areas which will alleviate saturated conditions within and beneath the road, preventing future damage. This is a proven solution that has been effective on Onion Valley Road, as well as on South Lake Road itself, as indicated by a lack of cracking in areas that received underdrains (including between the two failing locations).

Inyo County Road Crews could simply patch the cracks, however this will not solve the underlying issue, and could lead to catastrophic damage to the road during the busy holiday season. Completing this work as soon as possible, prior to the road opening for the summer season, will significantly reduce cost by eliminating the need for traffic control, and allowing the contractor to repair the entire width of the road at once rather than one lane at a time.











Travis Dean

From: Longley, Wendy (FHWA) <Wendy.Longley@dot.gov>
Sent: Tuesday, April 6, 2021 5:54 AM
To: Travis Dean
Cc: Gonzalez, Julian S. (FHWA)
Subject: RE: South Lake Road

CAUTION: This email originated from outside of the Inyo County Network. DO NOT click links or open attachments unless you recognize and trust the sender. Contact Information Services with questions or concerns.

Travis,

Our projects do not include warranties, so once we've given our contractors final acceptance of the project, there is no opportunity to address issues that arise after construction unless there is a latent defect with the work. If I am looking at the photos correctly, this is around Station 349. I remember we spent considerable time working on a solution with the FS and County at this location trying to address the water coming off the slope. This was an area with a large amount of water coming down the old FS road and running down the slope adjacent to the road. It is a tight bench through here with the creek and wetlands on the fill side. The scope of the project through this section was really limited due to funds and limited bench width to a rehabilitation effort and not a full reconstruct. We added the rock embankment and paved ditch to protect the slope and roadway edge at the location of the surface water runoff from the FS road above. We also added underdrain to catch some of the subsurface water and direct that to the new DI and culvert.

During construction our field staff would have evaluated any unusually wet subgrades and evaluated need for subex as well. In reviewing the as-built drawings, it looks like a portion of the U/D was removed (downstation from the culvert), likely due to encountering rock. Otherwise this section was built per plan.

I know this isn't the response you were probably looking for, but unfortunately, this would be a County maintenance issue.

7:58:53 AM N:\CAL\proj\2022\1\Roadway\CADD_Sheets\IC_ML_08\PIPINGR2022\1_12.dwg 11/2019

Curve = SOUTH_LAKE-49
 PI 346+55.50
 $\Delta = 21^\circ 07' 55''$ (LT)
 R = 200.00'
 T = 37.31'
 L = 73.76'

Curve = SOUTH_LAKE-50
 PI 348+08.60
 $\Delta = 15^\circ 33' 16''$ (RT)
 R = 450.00'
 T = 61.46'
 L = 122.17'

Curve = SOUTH_LAKE-51
 PI 350+48.84
 $\Delta = 18^\circ 39' 22''$ (RT)
 R = 150.00'
 T = 24.64'
 L = 48.84'

Curve = SOUTH_LAKE-52
 PI 352+33.73
 $\Delta = 7^\circ 23' 11''$ (LT)
 R = 1,000.00'
 T = 64.55'
 L = 128.91'

346+47
 Remove existing 18" CMP
 Install 18" x 43" CMP
 Modified Drop Inlet, Lt.

346+58 - 348+28, Lt.
 Install geocomposite underdrain

348+75, Lt.
 Install Special Rock Embankment
 See Special 252-A

348+28 - 353+98, Lt.
 Install geocomposite underdrain

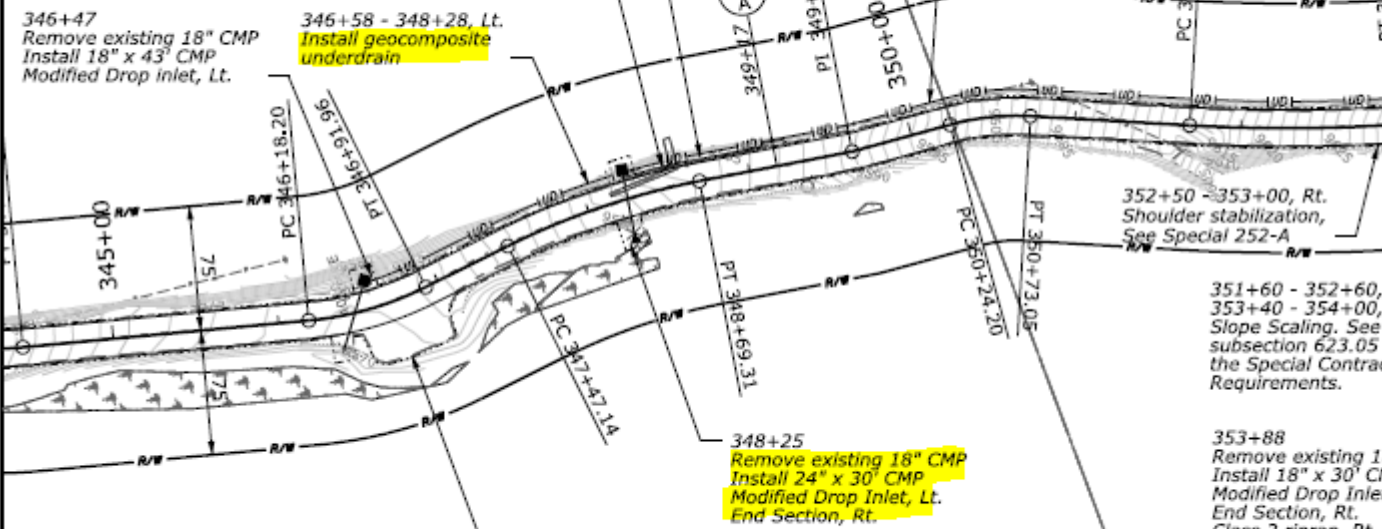
352+50 - 353+00, Rt.
 Shoulder stabilization,
 See Special 252-A

351+60 - 352+60,
 353+40 - 354+00,
 Slope Scaling. See
 subsection 623.05
 the Special Contra
 Requirements.

348+25
 Remove existing 18" CMP
 Install 24" x 30" CMP
 Modified Drop Inlet, Lt.
 End Section, Rt.

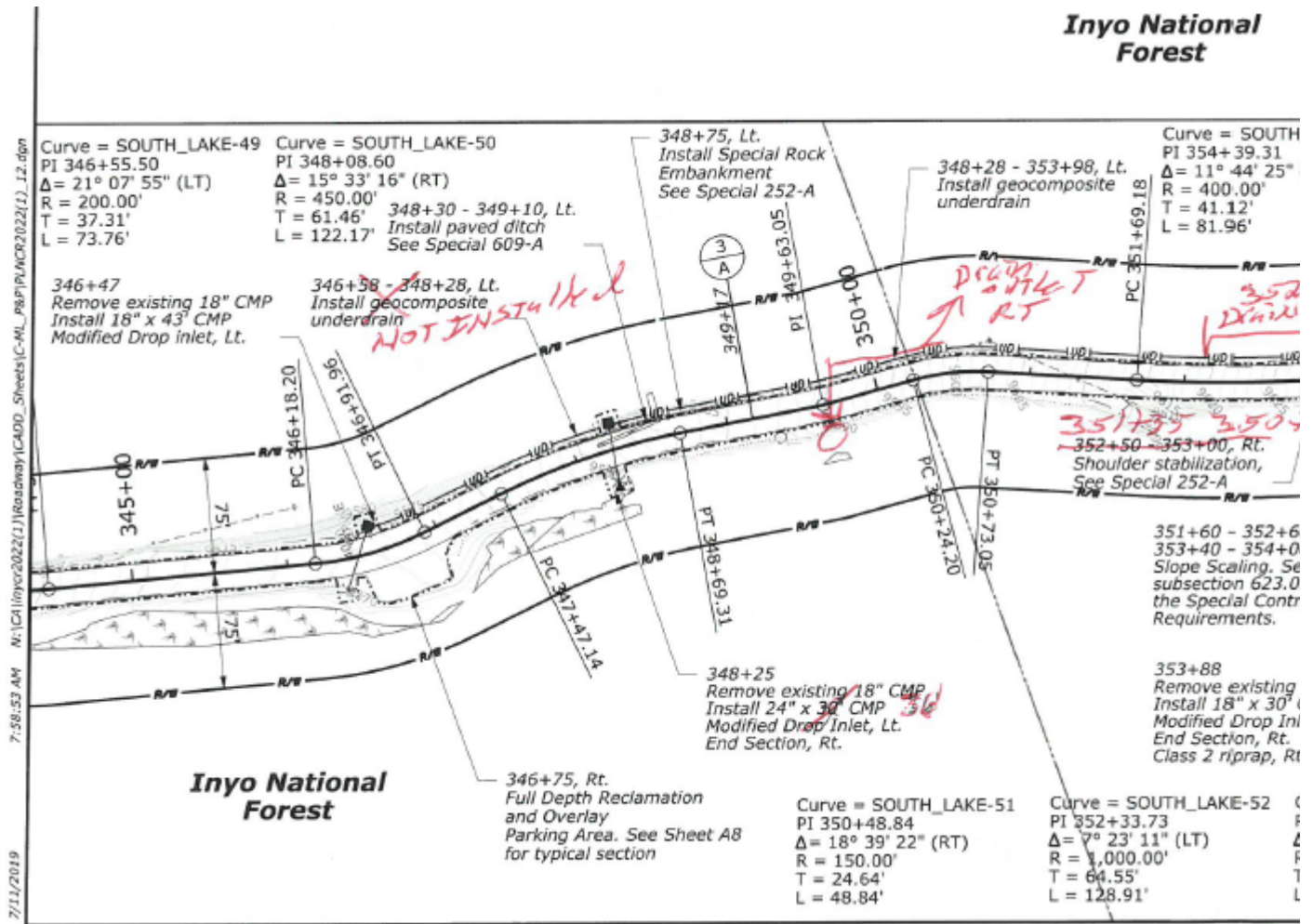
353+88
 Remove existing 1
 Install 18" x 30' Ci
 Modified Drop Inle
 End Section, Rt.
 Class 2 riprap, Rt.

346+75, Rt.
 Full Depth Reclamation
 and Overlay
 Parking Area. See Sheet A8
 for typical section



Inyo National Forest

Inyo National Forest



Wendy Longley, PE, PMP
 Project Management Branch Chief
 FHWA-CFLHD
 12300 W Dakota Ave, Suite 380
 Lakewood, CO 80228
 720-963-3394

Note: Currently full-time teleworking, I can be reached at the number above or by email.

We are hiring Project Managers! [Come join our team!](#)

From: Travis Dean [<mailto:tdean@inyocounty.us>]
Sent: Monday, April 5, 2021 5:14 PM
To: Longley, Wendy (FHWA) <Wendy.Longley@dot.gov>
Cc: Gonzalez, Julian S. (FHWA) <julian.gonzalez@dot.gov>
Subject: South Lake Road

CAUTION: This email originated from outside of the Department of Transportation (DOT). Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Hi Wendy,

Our Road Foreman was up at South Lake Road and noticed 2 sections of the road that were starting to fail (see attached photos). The sections are near sta. 320+00 - 330+00. I have some more pictures and a video I can send you through our FTS site if you would like to see more.

I was wondering what the warranty for this project was. I went through our files, but couldn't find reference to one. We can keep the road closed for the rest of the month to fix this, but once fishing opener happens, we will get lots of pressure to open the road, which means we could only repair one lane at a time. The sections that are failing are next to natural springs, so I think that we would need to open up the entire width of the road to engineer a way for the water to escape, otherwise the water will continue to undermine the roads structural integrity.

Thank You,

Travis Dean
Engineering Assistant
Inyo County Public Works
168 N. Edwards
PO Drawer Q
Independence, CA 93526
Phone: 760-878-0203
Fax: 760-878-2001
E-mail: tdean@inyocounty.us



CONFIDENTIALITY NOTICE: *This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.*



County of Inyo



Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: May 25, 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 meeting of May 18, 2021.

SUMMARY/JUSTIFICATION:

The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, www.inyocounty.us.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 5/19/2021
Final Approval - 5/19/2021